



## **DISCLOSURE DOCUMENTS**

**MICHAEL'S PARK LANDING PHASE 2 (SITE B)**

June 19, 2023

**MICHAEL'S PARK SITE B LTD.**  
**MICHAEL'S PARK LANDING PHASE 2 (SITE B)**  
**1010- MILLBOURNE ROAD EAST NW EDMONTON,**  
**ALBERTA DISCLOSURE DOCUMENTS**

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Purchaser	Developer
<input type="text"/>	<input type="text"/>

The purchaser may, without incurring any liability for doing so, rescind this agreement within 10 days of the later of the date the purchaser receives all of the information and documents required to be delivered to the purchaser under section 12 of the Condominium Property Act and the date the purchaser signs the purchase agreement. This agreement is governed by the Condominium Property Act and if there is a conflict between this agreement and the Act, the Act prevails.

Bare Trustee: Michael's Park Site B Ltd.  
of 550- 91 Street SW Edmonton, AB T6X 0V1 -and-  
(the Developer)

Purchaser Name(s): \_\_\_\_\_  
Presently of: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_  
(the Purchaser)

### 1. The Purchase

1.1 The Purchaser agrees to purchase from the Developer a Home described as follows:

- a) Model Type \_\_\_\_\_  
to built as Job No. \_\_\_\_\_ within Building No. \_\_\_\_\_  
in a townhouse condominium project to be known as Michael's Park Landing Townhomes located at 41 Avenue  
and 76 Street NW, Edmonton, Alberta;  
Legal Description: Condominium Plan 232 0784  
Unit #: will be assigned by project surveyor; Civic address: \_\_\_\_\_
- b) Titled Surface Parking Unit(s) # \_\_\_\_\_ located within the surface parking lot; and
- c) the shares in the common property allocated to the unit (the Home).

1.2 The Developer has produced (and the purchaser has received) a customer information package that includes the disclosure documents required by the Condominium Property Act and Regulations. The parties' consent to the use of electronic means for purposes of meeting the disclosure requirements.

### 2. Payment

2.1 The Purchaser agrees to pay \$ \_\_\_\_\_ for the Home (the "Purchase Price"), calculated as follows:

a. Price of Home only (excluding 5% GST) .....	\$ _____
b. Modifications and Extras (excluding 5% GST) .....	\$ _____
c. GST on Home and Extras only (calculated at 5%) .....	+ _____
d. Less GST New Housing Rebate (on Home only) .....	+ _____
e. <b>SUB TOTAL of above</b> .....	- _____
f. Price of Land (excluding 5% GST) .....	\$ _____ 35,693.00
g. GST on Land (calculated at 5%) .....	\$ _____
h. Less GST Rebate (on Land only) .....	+ _____
i. Net GST on Land only .....	- _____
j. Total Price of Home, GST, less rebate on Home & Land .....	\$ _____
k. Price of Land only (as deferred).....	\$ _____
l. TOTAL PRICE (lines j + k).....	\$ _____

2.2 The Purchase Price is to be paid as follows:

- a) \$ \_\_\_\_\_ with the execution of this Agreement as an "initial deposit";
- b) \$ \_\_\_\_\_ within \_\_\_\_\_ days of the waiver of the conditions set out in Section 4 as a "second deposit"; and
- c) The balance to be paid on or before the Closing Date, subject to adjustments.

The deposits will be paid to the Developer as a show of good faith and as security to the Developer for the Purchaser's strict adherence to and good faith performance of the Purchaser's obligations under this agreement.

### 3. Occupancy Date Statement

3.1 For purposes of the regulations passed under the Condominium Property Act, the Developer now specifies that the Home will be ready for occupancy by the purchaser within the following range of dates:

Earliest possible date: \_\_\_\_\_

Latest possible date: \_\_\_\_\_

\_\_\_\_\_  
purchaser initials

**By their signatures, the parties confirm that this document accurately describes the terms of their agreement.**

Signed by the Purchaser in the presence of:	}	
	}	
_____	}	_____
Witness:	}	Purchaser:
	}	_____
	}	Purchaser:
	}	
	}	Date signed:
Signed by the Developer in the presence of:	}	<b>BARE TRUSTEE:</b> Michael's Park Site B Ltd.
	}	
_____	}	
Witness:	}	Per: _____
	}	(Authorized Signatory)
	}	
	}	Date signed:

#### 4. Conditions

This agreement is subject to the following conditions in favour of the Purchaser:

4.1

Condition Day: \_\_\_\_\_

4.2 This agreement is subject to the following conditions in favour of the Developer:

Condition Day: \_\_\_\_\_

4.3 The Purchaser and the Developer agree to use reasonable efforts to satisfy their respective conditions.

4.4 Either party may remove its conditions by giving the other party written notice to that effect before the end of the applicable Condition Day. If the required notice has not been given, this purchase agreement becomes void.

4.5 The parties confirm that the Home is part of a townhouse condominium project which is part of the City of Edmonton's First Place Program. As a result, this Agreement is not enforceable unless the Purchaser has met the requirements for the First Place Program, been approved by the City of Edmonton ("City") and executed all necessary documents as required by the City of Edmonton, including without limitation, a buy-back option from the Purchaser to the City and a First Place Program agreement between the Purchaser and the City. The Purchaser acknowledges that all of the cost of the Land will be deferred and not due on the Closing Date and such sums shall be paid directly to the City of Edmonton no later than 5 years after the Closing Date and such sums will be secured by various registrations put on title by the City of Edmonton, including without limitation an unpaid vendor's lien caveat, a caveat respecting the buy-back option and a caveat regarding the restrictive covenant agreement.

#### 5. Deposits

5.1 The Purchaser's initial deposit shall be promptly returned to the Purchaser if:

- a) the Developer does not accept this offer within 7 days,
- b) the Purchaser cancels this agreement within 10 days as allowed by the Condominium Property Act,
- c) the Purchaser has not removed any of the Purchaser's conditions set out in this agreement, within the specified times,
- d) the Developer has not removed any of the Developer's conditions set out in this agreement, within the specified times, or
- e) the Developer has not obtained a building permit (for the building in which the Home is located) within 18 months of the date the initial deposit was paid.

5.2 Except as outlined above, the Purchaser's deposit is non-refundable.

5.3 Once the Developer has returned the Purchaser's deposit, neither party has any further recourse under this agreement.

5.4 The Condominium Property Act specifies that customer deposits must be either:

- a) insured by a government approved deposit protection provider, or
- b) held by a lawyer in Alberta who can act as prescribed trustee. For this project, the prescribed trustee is Jay Krushell of Witten LLP, Suite 2500, 10303, Jasper Avenue NW, Edmonton, T5J 3N6.

#### 6. Non-Material (i.e. Minor) Changes

6.1 The Developer may make non-material (i.e. minor) changes to various elements of the project, including the plans and specifications for the Home and also including the documents included in the Developer's disclosure package. Minor changes are changes that do not significantly detract from the value or the appearance of the Home. Any materials substituted for the materials shown in the plans and specifications shall be of equal or better quality than the materials they are replacing.

#### 7. Material Changes

7.1 The Developer may not make material changes to the project unless it provides the purchaser with notice of

the changes as required by section 13.1 of the Condominium Property Act.

## **8. Extras**

- 8.1 After the execution of this agreement, the Developer may agree to make changes, provide extra work, make revisions to, or otherwise alter the interior of the Home for the Purchaser. However, each such agreement must be agreed to in writing and signed by the Developer or it is not binding upon the Developer. Any such agreement is extraneous to and outside of this Agreement, and the cost of all such additions and work orders shall be paid upon contracting for such work and, in any event, before the Purchaser will be permitted occupancy, in addition to the Purchase Price outlined in clause 2.1. The Purchaser understands and acknowledges that the Developer shall not be bound to complete any change order which has not been paid for in advance by the Purchaser. The Purchaser acknowledges and agrees that additions, changes, extra work, and revisions requested by the Purchaser may delay the Closing Date and the Developer shall at the time of accepting any such addition, change, extra work, and revision, advise the Purchaser of such anticipated delay; provided if the delay is longer than the anticipated delay, the Developer will have no liability in respect of the same and such delay is not a breach of this agreement.

## **9. Warranty**

- 9.1 The Developer agrees to enroll the project with a 3rd party warranty provider as required by the New Home Buyer Protection Act. As a result, the Home will carry the warranties specified in the Act. A copy of the applicable Warranty is included in the "Other Documents" section of the Customer Information Package.
- 9.2 Any disputes arising under this agreement shall be settled using the dispute resolution procedure created by the New Home Buyers Protection Act.
- 9.3 Prior to accepting possession, the Purchaser may inspect the Home together with a representative of the Developer, and any such taking of possession shall be conclusive evidence as against the Purchaser that at the time thereof, the Home (save as shown on a deficiency list in writing to be agreed upon by the Purchaser and the Developer before the Purchaser takes possession of the Home) was in good and satisfactory condition and that all undertakings, if any, of the Developer in respect of the Home and condition thereof have been fully satisfied and performed by the Developer.
- 9.4 The Purchaser agrees that the Developer and its agents and employees have the right to enter the Common Property and the Home (with reasonable notice to any occupants) in order to carry out the Developer's obligations under this Agreement.
- 9.5 The Developer also warrants that it is a resident of Canada for tax purposes.
- 9.6 All other warranties are excluded.

## **10. Closing Date and Possession**

- 10.1 The Home is part of a project with several units. The Developer is entitled to delay construction of the Home until purchasers have been found for at least 50% of the units in that phase of the project.
- 10.2 The Developer must, in any event, ensure that the home is ready for occupancy within the range of dates set out in the Occupancy Date Statement in clause 14 below. Although the Developer cannot guarantee a possession date until construction is well under way, the Developer agrees to give the Purchaser 35 days written notice of the date the Home will be ready for occupancy. That date will be the "Closing Date."
- 10.3 The Purchaser acknowledges that the Home could be ready for occupancy even though certain seasonal items (exterior paint, concrete work, stucco, landscaping, etc.) have yet to be completed. The Developer shall complete those items as soon as practicable.
- 10.4 The Purchaser agrees to complete the purchase on or before the Closing Date.
- 10.5 The Developer agrees to give the Purchaser vacant possession of the Home on the Closing Date, as long as the entire Purchase Price has been paid.
- 10.6 If the Home is substantially complete but separate title to the unit is not yet available, then the Developer may require the Purchaser to take possession of the Home prior to the Closing Date (the "Occupancy Date"). In such case, the Occupancy Date will occur before closing and the Closing Date will be postponed until the Developer provides the Purchaser notice that it has obtained separate titles for the unit and is ready to close the transaction. The Developer shall set the new Closing Date in such notice, and the Developer will use

reasonable efforts to set the Closing Date within a reasonable period of time after separate titles to the unit is available. If the Purchaser is provided with possession of the Home before title is available, the Purchaser shall pay the Developer possession fees equivalent monthly contributions towards operating expenses of the condominium project (or the amounts that would have been assessed if the Corporation were in existence), utilities, taxes, and such other amounts as would be payable under an absolutely net lease. Further, the Purchaser shall otherwise also comply with the requirements of clause 10.2.

## **11. Transfer of Title**

- 11.1 The transaction will proceed according to normal real estate conveyancing practice. In other words, the Developer will provide a Transfer of Land to the Purchaser's lawyer on trust conditions designed to ensure that upon registration of the transfer, the entire balance due to the Developer will be paid. Each party will pay its own legal costs.
- 11.2 On the Closing Date the Purchaser shall: (i) pay to the Developer the cash portion of the Purchase Price (together with all eligible G.S.T. and other applicable sales tax (if any)); (ii) complete, sign, and deliver to the Developer the occupancy certificate and all other warranty certificate required by the New Home Warranty Provider; (iii) obtain property and liability insurance coverage for the Home on terms and in amounts acceptable to the Developer; and (iv) provide the Developer with all other closing documents. Further, if the Purchaser is obtaining financing, the Purchaser must also first: (i) supply the Developer with a copy of the Purchaser's mortgage commitment that is acceptable to the Developer; (ii) execute all requirements and deliver all information required by the Purchaser's lender in ample time to permit the mortgage money to be advanced on the Closing Date; (iii) execute and deliver to the Developer and its lender an irrevocable direction in writing to pay the mortgage proceeds to the Developer (such direction to be addressed to the Purchaser's lender, as may be required) and an assignment of the mortgage proceeds in favor of the Developer; and (iv) execute all such other documents as are required, in the circumstances, to ensure the mortgage proceeds are paid to the Developer on the Closing Date. The Purchaser shall provide all of the documents listed in this clause 10.2 to the Developer on or before the Closing Date. Notwithstanding anything in this agreement, under no circumstances is the Developer required to provide possession of the Home to the Purchaser until and unless the Purchaser has complied with this clause.
- 11.3 The Developer will ensure that title to the Home will be free of all encumbrances except:
  - a) any non-financial encumbrances that are disclosed herein, or as may be registered by neighbouring land owners, public authorities or utility companies, relating to access, use, architectural guidelines, drainage, utility rights of way, environmental protection, development agreements or other similar matters;
  - b) any encumbrances which the Developer's lawyer has agreed to discharge as part of the conveyancing process; and
  - c) such other encumbrances as required by the City with respect to the First Place Program, including without limitation an unpaid vendor's lien caveat, a caveat respecting the buy-back option, and a caveat regarding the restrictive covenant agreement.
- 11.4 Items which are normally adjusted for, such as real estate property taxes (or estimated real estate property taxes, as the case may be), amortized local improvement levies, mortgage interest and homeowner association fees, and all payables thereafter will be assumed by the Purchaser, and the Purchaser will be responsible for all adjustments on the Possession Date, provided that, the Builder will not be responsible for any supplemental real estate tax levies issued or assessed after the Possession Date. All payables prior to the Possession Date shall be paid by the Builder unless otherwise stated in this Contract. There shall be no readjustment for real estate property taxes after the Possession Date.
- 11.5 If the Closing Date occurs before Condominium Fees have been assessed, the Purchaser agrees to pay the Developer maintenance fees equal to 80% of the proposed condominium fees (as shown in the Developer's disclosure package) to help cover project management costs (utilities, snow removal, insurance, etc.).

- 11.6 Since the project is being built entirely at the Developer's request, the Developer is the "owner" as defined in the Prompt Payment and Construction Lien Act. Accordingly, unless extraordinary circumstances exist, the Purchaser will not be required to hold back funds under the Prompt Payment and Construction Lien Act.
- 11.7 The Purchaser expressly acknowledges and agrees that no conditions of trust or holdback shall be permitted in connection with the payment of funds in the closing and completion of the sale under this agreement.
- 11.8 Except where the Developer has given its written consent to other arrangements, any amount not released to the Developer on the Closing Date shall bear interest at an annual effective rate of 18%.

## **12. Goods & Services Tax**

- 12.1 The Purchase Price of the Home includes net GST. In other words, the Developer will pay the GST arising from the sale as long as the Purchaser assigns the New Housing Rebate to it. If the Purchaser is not entitled to the New Housing Rebate or the Developer does not receive the Rebate, then the Purchaser will pay the Developer an amount equivalent to the New Housing Rebate. The Purchaser hereby grants the Developer a mortgage charge against the unit as security for the payment of the amount of the New Housing Rebate and, legal fees and disbursements (on a solicitor and his own client basis full indemnity basis) incurred by the Developer to collect the New Housing Rebate from the Purchaser.
- 12.2 If the GST applicable to this transaction changes, the final amount payable to the Developer will be adjusted so that the Purchaser pays the actual amount of GST required.

## **13. Miscellaneous**

- 13.1 The Purchaser is aware that a condominium corporation will, by virtue of Act, be established to operate and maintain the common elements of the condominium project. The Purchaser will observe and perform the terms and conditions of the Act, By-laws and regulations of the condominium corporation and management agreements entered into by the condominium corporation, and in particular the Purchaser is aware that the owners of all Condominium units must pay monthly assessments imposed by the condominium corporation to meet common expenses including, without limitation management fees, reserve fund, insurance premiums and common utilities.
- 13.2 Words of number or gender used in this purchase agreement shall be read as the context requires. For example, "he" can mean "he", "she", "they" or "it" depending on whether the person involved is a man, a woman, a group or a corporation.
- 13.3 Any notices given under this agreement shall be deemed to be received once delivered:
  - a) to the Developer at its address as stated on this agreement,
  - b) to the Purchaser at the municipal or e-mail address shown in this purchase agreement or (after the Closing Date) at the Home.
- 13.4 On marketing materials, unit sizes have been estimated using standards developed for rental buildings (i.e. areas include all of exterior walls, 1/2 of party walls, nothing for the garage or for the unit's share of common property). On the registered condominium plan, unit sizes will be approximately based on floor areas of the Units from the interior demising walls only.
- 13.5 The Purchaser shall not register a caveat in respect of this agreement.
- 13.6 The Purchaser acknowledges that the Developer shall have the right to maintain and use a reasonable number of units for display and sale purposes and exhibit a sign or signs advertising location of such display units in the condominium project.
- 13.7 The Purchaser shall not assign this agreement or close its purchase of the Home in any name other than the Purchaser without the written consent of the Vendor which may be withheld in the Vendor's sole discretion.
- 13.8 The parties agree to sign such documents, conveyances and assurances and to do such things as may be required to give effect to the spirit and intent of this agreement.

- 13.9 The Developer shall not be or be deemed to be in default hereunder for any delay due to strikes, fires, tempest, unexpected weather conditions, vandalism, acts of war, terrorist acts, acts of God, virulent or communicable disease outbreak, public health emergency, epidemic, quarantine, pandemic, or other events beyond its reasonable control and anticipation, and all the Developer's obligations under this agreement shall be suspended for a reasonable period for the Developer to overcome the same without liability by the Developer, compensation to the Purchaser or the same being a breach of this agreement.
- 13.10 Time shall be of the essence of this agreement.
- 13.11 This agreement will be construed in accordance with and governed by the laws of the Province of Alberta.
- 13.12 If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be joint and several and any notice given to one such party shall be deemed to have been given at the same time to each other party.
- 13.13 This agreement may be executed by the parties and transmitted by facsimile or other electronic means capable of producing a paper copy and if so executed and transmitted, this agreement will be for all purposes as effective as if the parties had delivered and executed a manually executed agreement.

**14. Entire Agreement**

- 14.1 This agreement and any addendums hereto, if any, contain the entire agreement between the parties. In other words, the parties are not legally bound to honour any obligations to each other (concerning the construction of, or the purchase/sale of the Home) other than those contained in this agreement.
- 14.2 This agreement may be amended only by a further written agreement, signed by both parties.

## **CANADA MORTGAGE AND HOUSING CORPORATION FIRST-TIME HOMEBUYER INCENTIVE PROGRAM**

### **PURCHASER ADDENDUM**

- 1) The Purchaser is not permitted to participate in the City's First Place – An Edmonton Home Ownership Program (the "First Place Program") if they are participating in the Canada Mortgage and Housing Corporation First-Time Homebuyer Incentive Program (the "FTHBI Program").
- 2) The Purchaser has elected to participate in the FTHBI Program, and as such understands and agrees that:
  - a) The provisions set out in Sections 3.5 and 10.3 (c) of the Purchase Agreement pertaining to the First Place Program no longer apply to the purchase of the Home, and that the Purchaser will be responsible for paying the cost associated with the land value for the Home to the Developer on the Closing Date set out in the Purchase Agreement, and
  - b) the Purchaser is, or will be upon removal of any conditions of the Purchase Agreement, and will remain a qualified buyer through the FTHBI Program, and will purchase the Unit pursuant to the FTHBI Program.

## Important Information regarding your Condominium in Michael's Park Landing Phase 2 (Site B)

In accordance with the *Condominium Property Act, RSA 2000, c C-22* and [Condominium Property Regulation, Alta Reg 168/2000](#), we are obligated to provide you with the disclosure package for your condominium property. The documents in the disclosure package set out the rules and regulations for everyone living within the property and the condominium corporation. The disclosure package includes the following documents:

- Purchase Agreement
- Proposed Condominium Plan
- By-Laws
- Property Management Agreement
- Proposed Operating Budget
- Other documents, as applicable

It's your responsibility to take the time to review and understand all the documents in the disclosure package.

### For access to your disclosure documents – [CLICK HERE](#)

Under Section 12 of the *Condominium Property Act* you may, without incurring liability for doing so, rescind this agreement within 10 days of receipt of the disclosure package found within the link above.

If you have any questions as you review all the disclosure documents, please don't hesitate to reach out to your sales contact.

### We take this opportunity to remind you -

Extensions of the date of conditions in the agreement are unlikely to be granted, so please have your mortgage broker begin working on the approval now. We will need to receive a copy of your mortgage approval letter prior to waiving conditions, unless you are providing a 10% deposit. Once you have your approval letter, we will send you a waiver package via DocuSign, including instructions on how to remit the balance of your deposit.

It is important to understand that, all times and dates in relation to walk-throughs and appointments are firm. We are unable to make changes to them due to the high volume of possessions we have at a time. Further, all appointments are only able to be attended to by the Purchaser(s) listed on the Purchase Agreement, no realtors or family members will be able to be accommodated.

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#### Rohit Brands

Rohit Commercial · Rohit Communities  
Rohit Health · Rohit Homes  
Rohit Rental Living

#### Offices

Calgary · Edmonton  
Ottawa · Regina  
Saskatoon

#### Our Bold Vision

Expand across North America,  
enriching the communities  
that we serve.

**Bold Goes Further.**

**RohitGroup.com**



## **DISCLOSURE DOCUMENTS**

MICHAEL'S PARK LANDING PHASE 2 (SITE B)

June 19, 2023

## **SCHEDULE A**

## **TITLE TO LANDS**



# LAND TITLE CERTIFICATE

S  
LINC                      SHORT LEGAL                      TITLE NUMBER  
0038 638 185           2021291;35;2           222 065 880

LEGAL DESCRIPTION  
PLAN 2021291  
BLOCK 35  
LOT 2  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 1.11 HECTARES (2.74 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE  
ATS REFERENCE: 4;24;52;10;NE

MUNICIPALITY: CITY OF EDMONTON

REFERENCE NUMBER: 212 064 157

-----  
REGISTERED OWNER(S)  
REGISTRATION      DATE (DMY)      DOCUMENT TYPE      VALUE      CONSIDERATION  
-----  
222 065 880      19/03/2022      TRANSFER OF LAND      \$1,998,800      \$10

## OWNERS

MICHAEL'S PARK SITE B LTD.  
OF 550 91 ST SW  
EDMONTON  
ALBERTA T6X 0V1

-----  
ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION  
NUMBER      DATE (D/M/Y)      PARTICULARS  
-----  
202 119 549      08/06/2020      CAVEAT  
RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL  
GOVERNMENT ACT  
CAVEATOR - THE CITY OF EDMONTON.  
C/O THE CITY OF EDMONTON LAW BRANCH  
9TH FLR, CHANCERY HALL  
#3 SIR WINSTON CHURCHILL SQUARE  
EDMONTON

( CONTINUED )

-----  
ENCUMBRANCES, LIENS & INTERESTS

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# 222 065 880

REGISTRATION

NUMBER      DATE (D/M/Y)      PARTICULARS

-----

ALBERTA T5J2C3  
AGENT - TOM VODNAK

202 207 766      25/09/2020 CAVEAT  
RE : PURCHASERS INTEREST  
CAVEATOR - THE CITY OF EDMONTON.  
LAW BRANCH  
9TH FLOOR, CHANCERY HALL, 3 SIR WINSTON  
CHURCHILL SQUARE  
EDMONTON  
ALBERTA T5J2C3

202 207 767      25/09/2020 CAVEAT  
RE : RESTRICTIVE COVENANT PURSUANT TO MUNICIPAL  
GOVERNMENT ACT  
CAVEATOR - THE CITY OF EDMONTON.  
LAW BRANCH  
9TH FLOOR, CHANCERY HALL, 3 SIR WINSTON  
CHURCHILL SQUARE  
EDMONTON  
ALBERTA T5J2C3

202 207 768      25/09/2020 CAVEAT  
RE : VENDOR'S LIEN  
CAVEATOR - THE CITY OF EDMONTON.  
LAW BRANCH  
9TH FLOOR, CHANCERY HALL, 3 SIR WINSTON  
CHURCHILL SQUARE  
EDMONTON  
ALBERTA T5J2C3

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 4 DAY OF APRIL,  
2022 AT 12:56 P.M.

ORDER NUMBER: 44091518

CUSTOMER FILE NUMBER: ED043B



\*END OF CERTIFICATE\*

( CONTINUED )

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S) .



## **DISCLOSURE DOCUMENTS**

MICHAEL'S PARK LANDING PHASE 2 (SITE B) June  
19, 2023

## **SCHEDULE B**

## **PROPOSED CONDOMINIUM PLAN**

ROHIT GROUP

**NOTES:**

- ALL DISTANCES ARE SHOWN IN METRES AND DECIMALS THEREOF.
- ALL DISTANCES ON CURVED BOUNDARIES ARE ARC LENGTHS.
- ALL INFORMATION SHOWN ON THIS PLAN IS BOTH TENTATIVE AND PRELIMINARY, AND SUBJECT TO CHANGE BY THE PLAN OF SURVEY.
- THE BOUNDARY SHOWN, EVEN IF ANNOTATED, IS SUBJECT TO CHANGE BY THE PLAN OF SURVEY.
- THE ZONING OF THIS SUBJECT AREA IS C31.
- PLAN TO BE SUBMITTED SHOWN OUTLINED THIS AND CONTAINS 1.11 Ha.



**KEY PLAN**  
**NOT TO SCALE**

REV. NO.	DATE	ITEM	BY
1	Dec. 19/21	REVISED UNIT FACTORS AS PER CLIENT REQUEST	TL
0	Oct.13/21	ORIGINAL PLAN COMPLETED	RH
REVISIONS			
REV. NO.	DATE	ITEM	BY

**MICHAEL'S PARK**  
TENTATIVE PLAN SHOWING PROPOSED  
**CONDOMINIUM DEVELOPMENT**  
OF

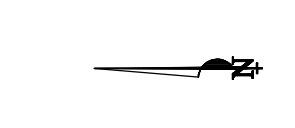
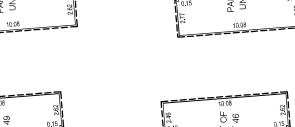
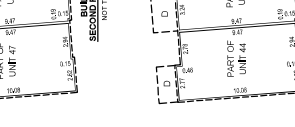
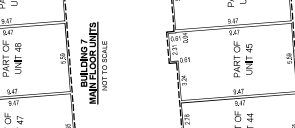
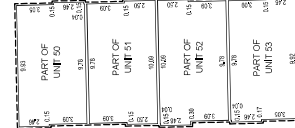
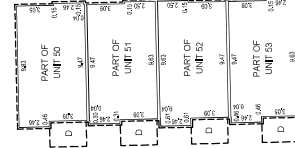
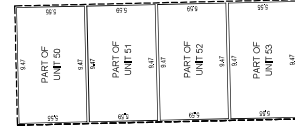
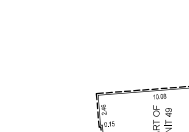
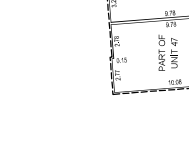
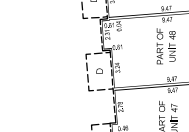
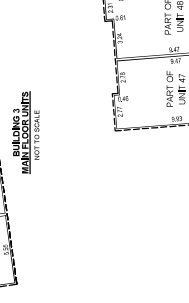
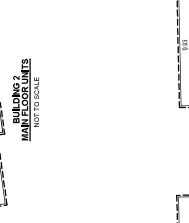
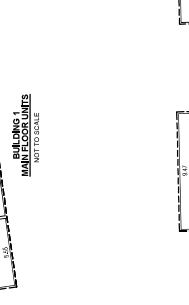
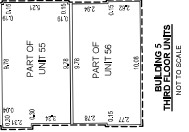
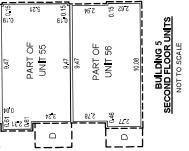
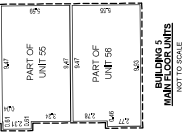
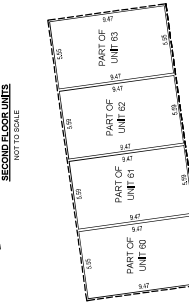
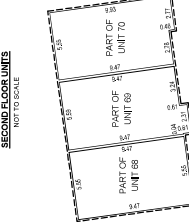
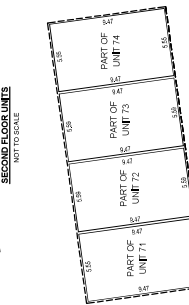
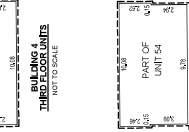
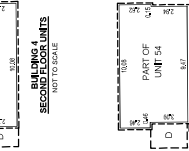
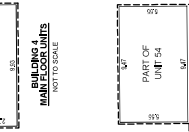
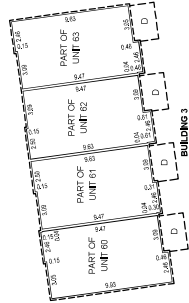
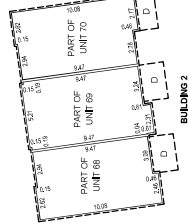
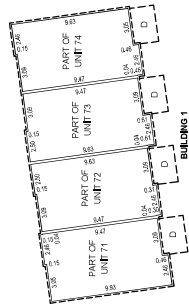
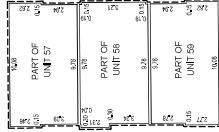
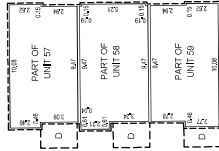
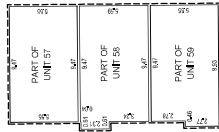
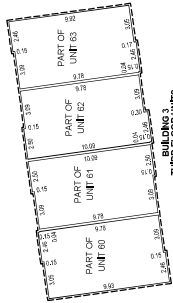
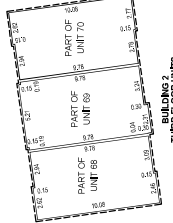
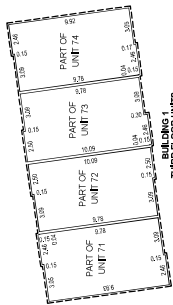
LOT 2, BLOCK 35, PLAN 202 1291  
WITHIN THE

N.E. 1/4 SEC. 10 - TWP. 52 - RGE. 24 - W. 4TH MER.  
**EDMONTON - ALBERTA**



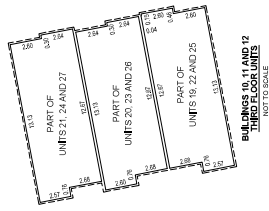
**Pals Geomatics**  
Phone: (780) 455-5177 Fax: (780) 451-2047  
Email: edmonton@palsgeomatics.com  
1070-147th Street NW, Edmonton, Alberta T5S 1G7

FILE NO. 121003290 DRAFTED BY: RH CHECKED BY: MK

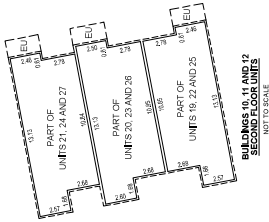


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18	1	142
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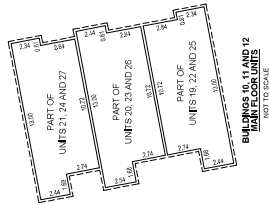
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BASED ON THE ASSUMPTION THAT  
ASSIGNED BASED ON THE DEVELOPER.



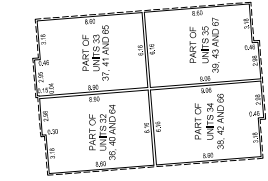
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SECOND FLOOR UNITS  
NOT TO SCALE



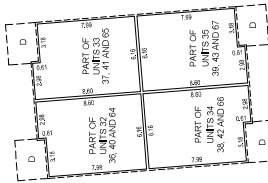
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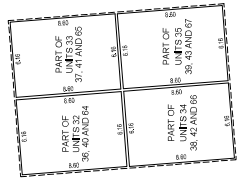
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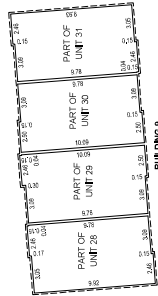
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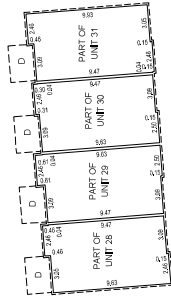
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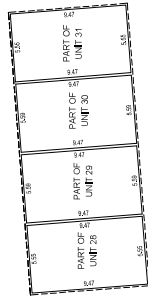
BUILDINGS 13, 14, 15 AND 16  
SECOND FLOOR UNITS  
NOT TO SCALE



BUILDING 9  
THIRD FLOOR UNITS  
NOT TO SCALE



BUILDING 9  
SECOND FLOOR UNITS  
NOT TO SCALE



BUILDING 9  
MAIN FLOOR UNITS  
NOT TO SCALE





## **DISCLOSURE DOCUMENTS**

MICHAEL'S PARK LANDING PHASE 2 (SITE B)

June 19, 2023

## **SCHEDULE C**

## **PROPOSED FLOOR PLANS**

# ◆ the talo

a magazine-worthy townhome

3 Bed | 2.5 Bath | 1,457 sq ft

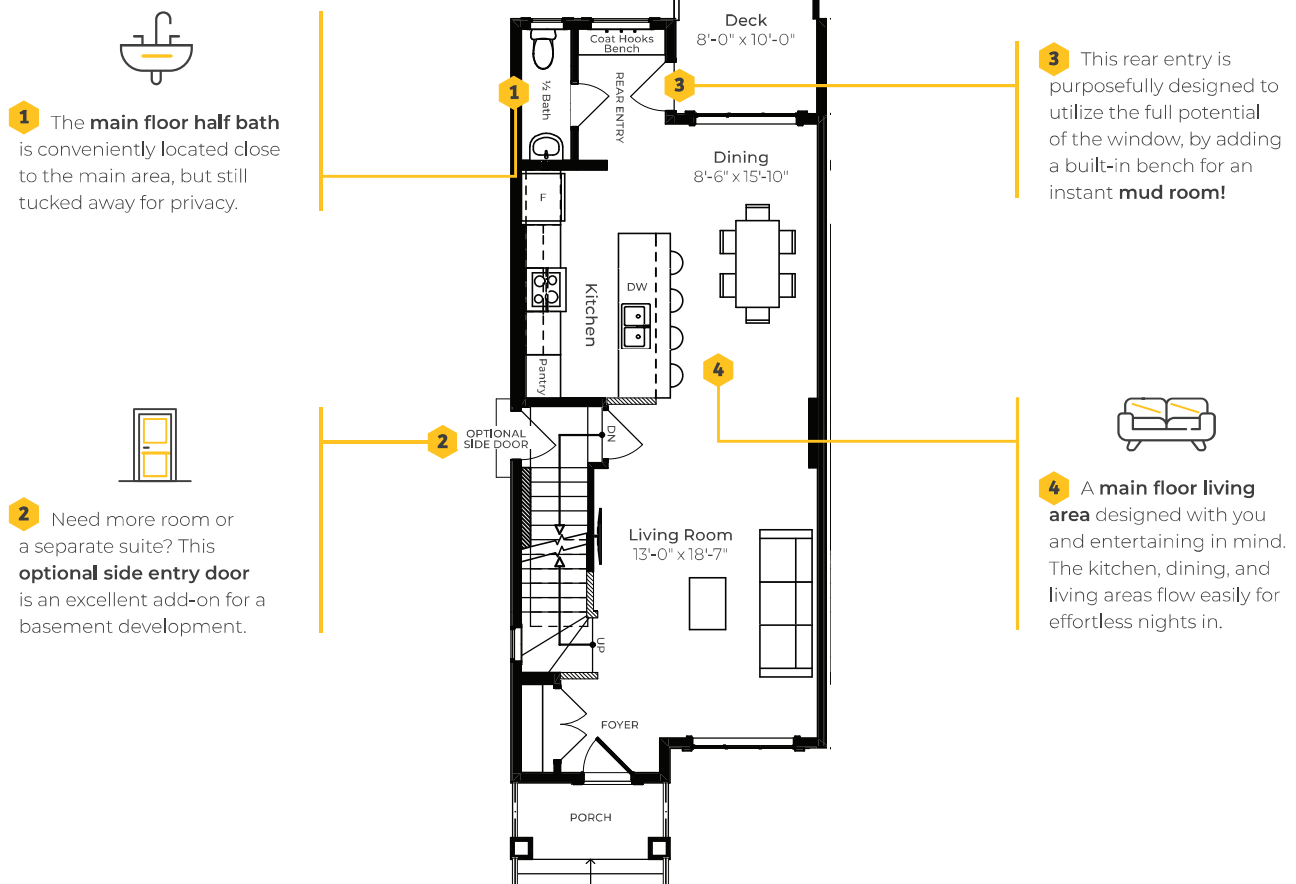


*Artist rendering sample elevation only. Subject to change.*

Welcome home to the Talo. This cozy 1,457 sqft townhome is ready for you with a spacious main floor equipped with a large kitchen with an island to seat 4, rear entry with built-in coat hooks and bench, and optional side entry door on select homes. Upstairs the space has been well-designed to flow between the master suite and two secondary bedrooms separated by the flex room and upper floor laundry.

## Main Floor Features

9' ceiling, 726 sq ft



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• **this home has been purposefully designed to help you feel better about where you live**

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## Upper Floor Features

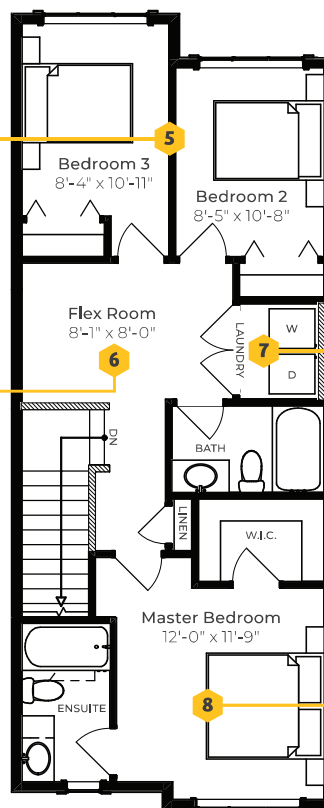
731 sq ft



**5** At Rohit, every detail has been added for a reason. **Both the second and third bedrooms** are conveniently located next to their own full bathroom.



**6** The **flex room** is aptly named for its flexibility! It can be used as a play area near the bedrooms, TV room, library, office,...the possibilities are endless!



**7** An **upper floor laundry** room next to the bedrooms makes laundry day a breeze.



**8** Relax after a long day's of work in this **master suite**. Set with its own private ensuite and oversized walk-in closet, this sanctuary can be all yours!

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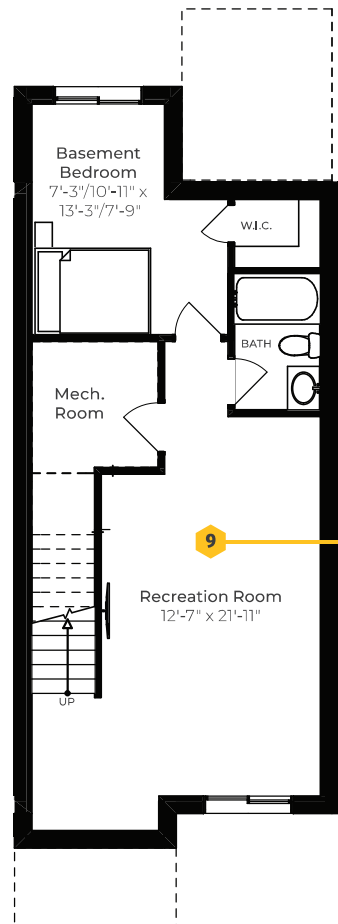
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## Optional Basement Development Plan

576 sq ft



- 9** Add even more living space with a **developed basement**. The Talo basement is designed to accommodate an extra family member or out-of-town guests in style with up two spacious rooms.

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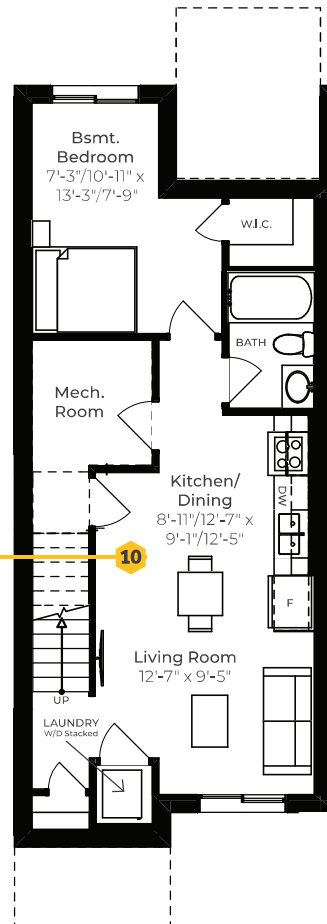
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## Optional Secondary Suite

576 sq ft



**10** Or choose the legal secondary suite option to generate extra rental income.



## Why Rohit?

### Our difference is in the designer details

Every element of our **Designer Interiors** has been added for a reason. From the light fixtures down to the hinges, everything in a Rohit Communities home works together so our customers can live in a space that looks amazing and makes everyday life easier through functional design. With over 30 years of experience building award-winning homes, we're pleased to offer designer homes that help everyone feel better about where they live.

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# the jasper

A magazine-worthy townhome

2-3 Bed | 2.5 Bath | 1410-1445 sq ft



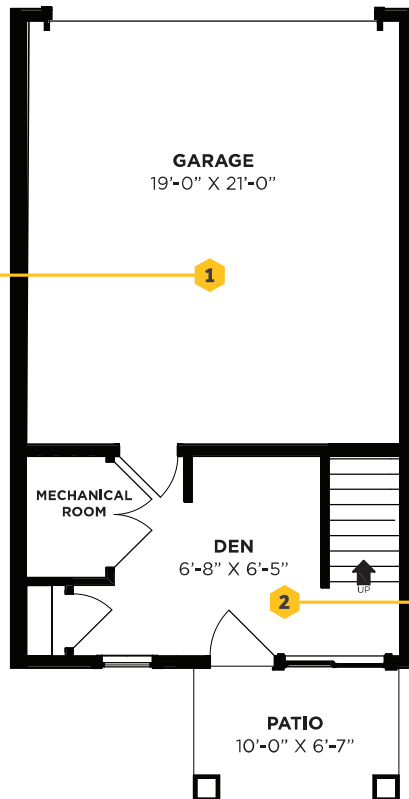
*Artist rendering sample elevation only. Subject to change.*

The Jasper features a flexible floor plan with a two or three bedroom layout, and a double attached garage. The kitchen and dining room blend seamlessly into the living area to ensure maximum time in front of the people you love. In the rest of the home you'll enjoy open spaces, upstairs laundry, and a large master suite. With six Designer Interiors to choose from, you can have a beautiful home that reflects your personal style.

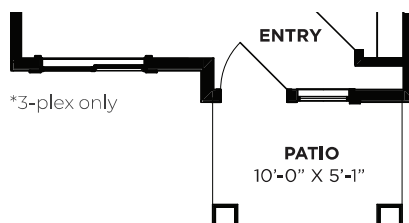
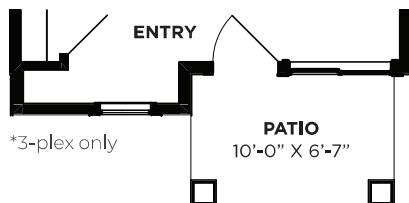
## Lower Level Features

198-217 sq ft

**1** With 21 feet of length, this **double attached garage** can fit your truck, bike, workbench, shelves and anything else you need.



**2** The Jasper is conveniently designed with a **den on the lower level**, perfect for your home office.



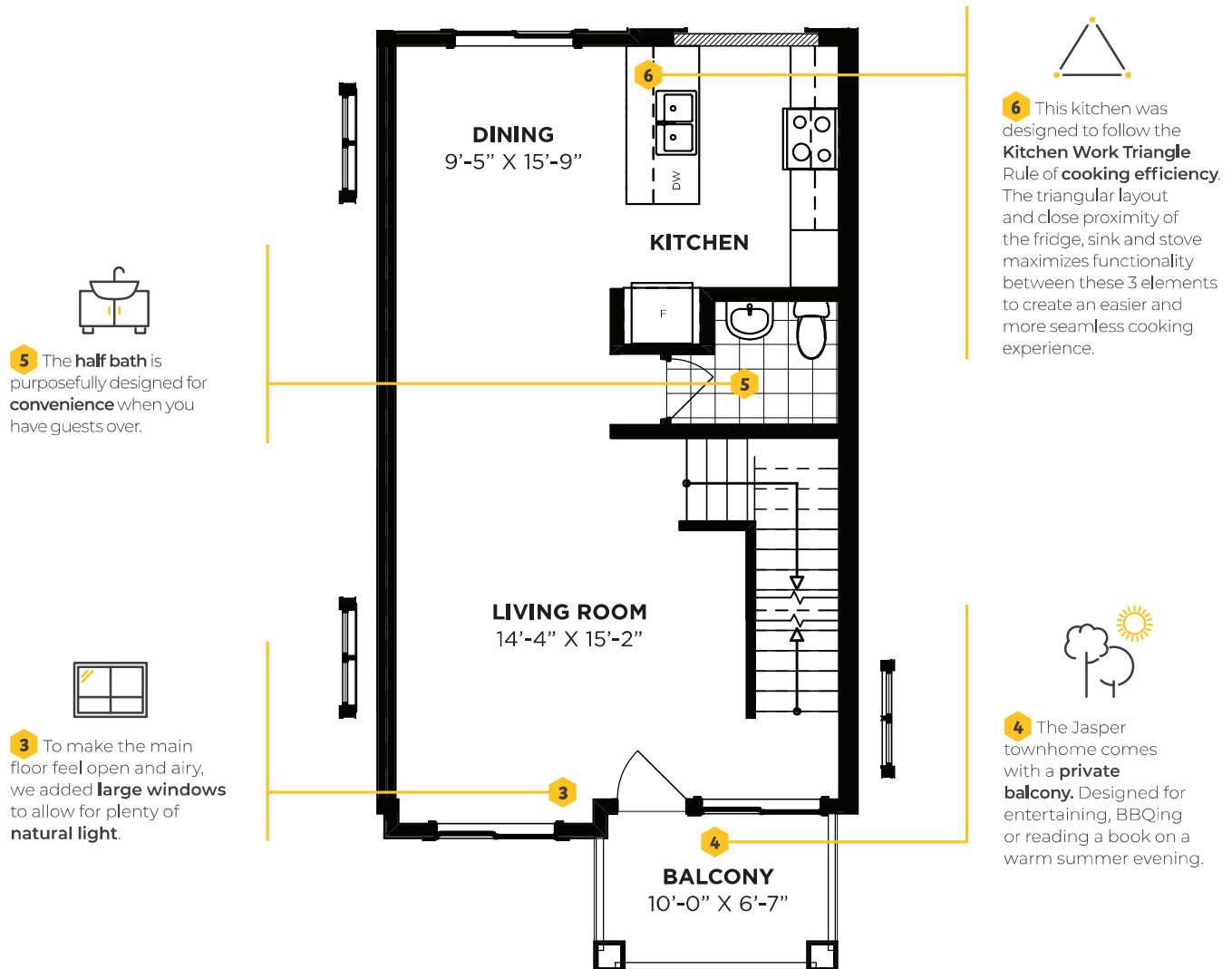
Version V1.2. Artist's renderings are conceptual only and are subject to change without notice. Dimensions are approximate and may vary in actual building. No guarantee is made that the facilities or features shown will be built, or if built, will be of the same type, size, or nature depicted as seen in the showhome or on this material. Windows are subject to change with elevation. This plan illustrates some or all of the options and configurations available for your home. This document is provided for informational purposes only and does not form part of the Agreement. Option selections need to be part of a schedule for it to be included in the Agreement.

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## Main Floor Features

617-625 sq ft



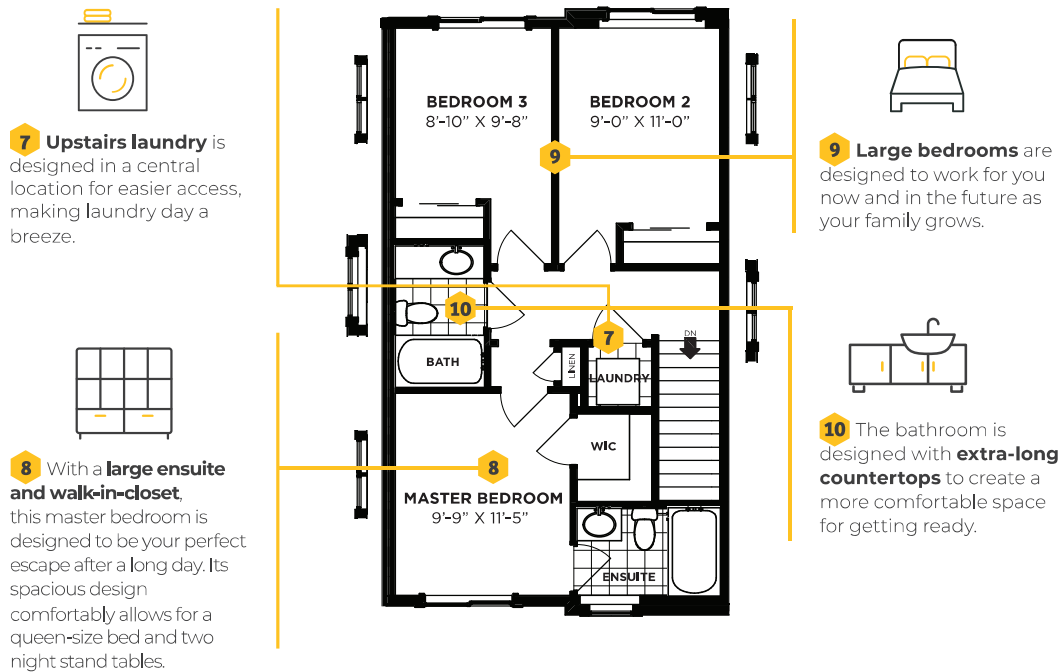
Version V1.2. Artist's renderings are conceptual only and are subject to change without notice. Dimensions are approximate and may vary in actual building. No guarantee is made that the facilities or features shown will be built, or if built, will be of the same type, size, or nature depicted as seen in the showhome or on this material. Windows are subject to change with elevation. This plan illustrates some or all of the options and configurations available for your home. This document is provided for informational purposes only and does not form part of the Agreement. Option selections need to be part of a schedule for it to be included in the Agreement.

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## Upper Floor Features

595-604 sq ft



## Why Rohit?

### Our difference is in the designer details

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# ◆ the parker

a magazine-worthy townhome

3 Bed | 2.5 Bath | 1,407 sq



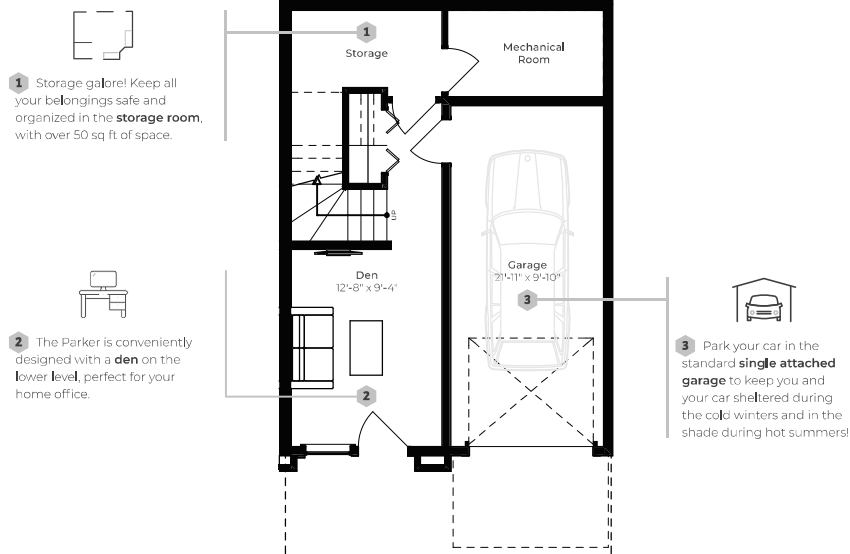
Artist rendering sample elevation only. Subject to change.

Feel at peace in the Parker! This roomy 1,407 sq ft attached garage townhome is purposefully designed to check off all the boxes. Enjoy a single attached garage down the hall off the den area, perfect for welcoming in guests. On the second floor the living and dining room blend seamlessly into the large kitchen that includes an island and walk-in pantry for your culinary creations, not far from your private deck. Finally the upper floor is finished with the master bedroom and ensuite, with two additional bedrooms for guests, office space, or the growing family.

 **Rohit**  
COMMUNITIES  
• your designer homebuilder

## Lower Level Features

8' ceiling, 254 sq ft



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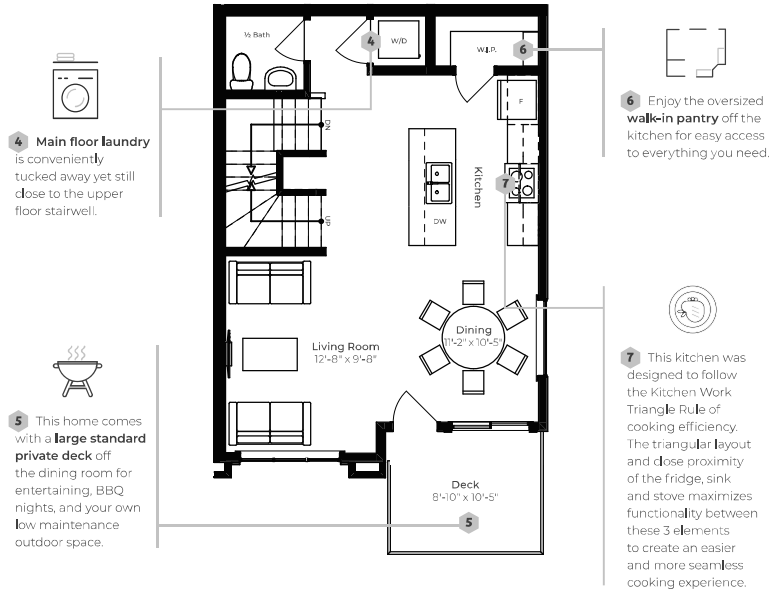
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## Main Floor Features

588 sq ft



Version V1.1. Artist's renderings are conceptual only and are subject to change without notice. Dimensions are approximate and may vary in actual building. No guarantee is made that the facilities or features shown will be built, or if built, will be of the same type, size, or nature depicted as seen in the showhome or on this material. Windows are subject to change with elevation. This plan illustrates some or all of the options and configurations available for your home. This document is provided for informational purposes only and does not form part of the Agreement. Option selections need to be part of a schedule for it to be included in the Agreement.

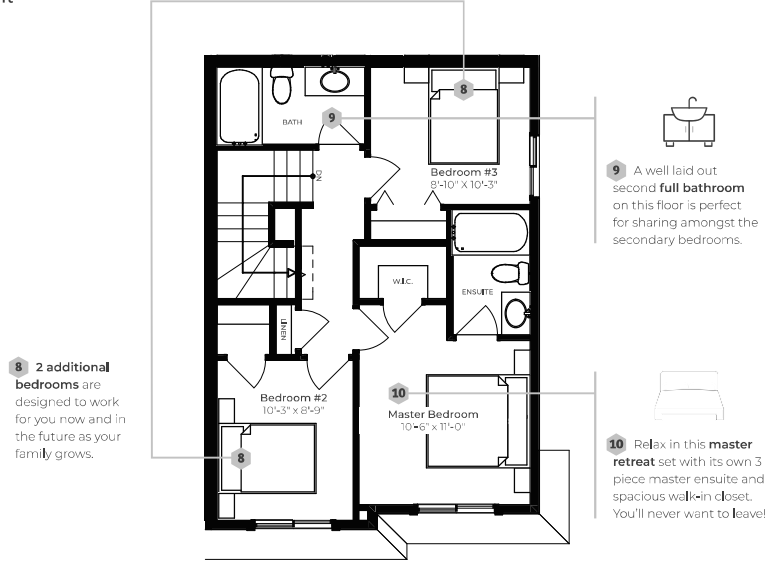
• this home has been purposefully designed  
to help you feel better about where you live

RohitCommunities.com

**Rohit**  
COMMUNITIES  
your designer homebuilder.

## Upper Floor Features

565 sq ft



## Why Rohit?

### Our difference is in the designer details

Every element of our **Designer Interiors** has been added for a reason. From the light fixtures down to the hinges, everything in a Rohit Communities home works together so our customers can live in a space that looks amazing and makes everyday life easier through functional design. With over 30 years of experience building award-winning homes, we're pleased to offer designer homes that help everyone feel better about where they live.

Version V1.1. Artist's renderings are conceptual only and are subject to change without notice. Dimensions are approximate and may vary in actual building. No guarantee is made that the facilities or features shown will be built, or if built, will be of the same type, size, or nature depicted as seen in the showhome or on this material. Windows are subject to change with elevation. This plan illustrates some or all of the options and configurations available for your home. This document is provided for informational purposes only and does not form part of the Agreement. Option selections need to be part of a schedule for it to be included in the Agreement.

- this home has been purposefully designed to help you feel better about where you live

RohitCommunities.com





## **DISCLOSURE DOCUMENTS**

MICHAEL'S PARK LANDING PHASE 2 (SITE B)

June 19, 2023

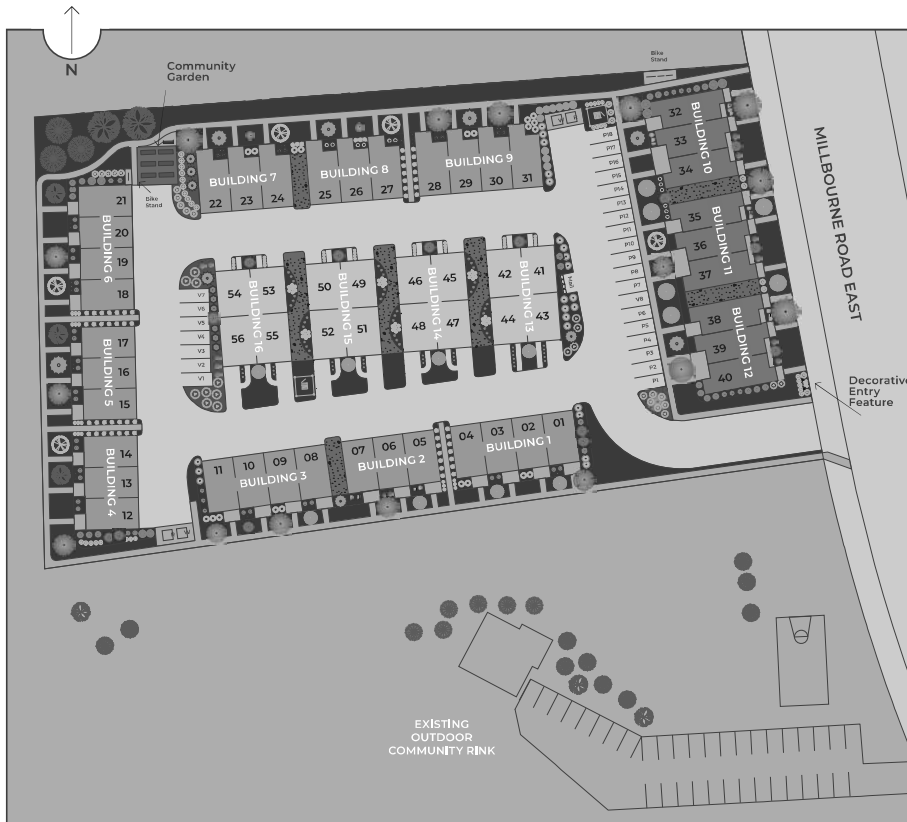
## **SCHEDULE D**

**SITE PLAN, COMMON PROPERTY SPECIFICATIONS, UNIT  
SPECIFICATION SHEETS**

# michael's park townhomes

magazine-worthy townhomes

Phase 2 Site map



LEGEND ■ Talo ■ Jasper ■ Parker

This site map illustrates some or all of the lots in the project's subdivision. This document is provided for informational purposes only and does not form part of the Agreement. Lot/unit selections need to be reflected in the Agreement. Artist's renderings are conceptual only and are subject to change without notice. Dimensions are approximate and may vary in actual building. No guarantee is made that the facilities or features shown will be built, or if built, will be the same type, size, or nature depicted as seen in the showhome or on this material. Windows are subject to change with elevation. As of October 18, 2021.

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**DESCRIPTION OF COMMON PROPERTY MICHAEL'S  
PARK LANDING PHASE 2 (SITE B) TOWNHOMES  
EDMONTON, AB**

**1. General Description of Common Property:**

Michael's Park Landing Phase 2 (Site B) Townhomes is a conventional condominium project, built in phases in accordance with the regulations passed under the *Condominium Property Act*. Once the project is complete, the common property will consist of:

- a) the structure of all the buildings on site including roofs, exterior walls, siding, soffits/fascia/eavestroughs and exterior doors & windows;
- b) all the hard and soft landscaping within the project including walks, driveways, steps, lawns, trees, fences, etc.;
- c) standard rear decks intended for exclusive use attached to each townhome;
- d) an entry feature and community garden;
- e) visitor parking; and
- f) the internal roadway.

**2. Significant Utility Installations, Major Easement Areas:**

The project is not expected to contain any high pressure gas lines, high voltage power towers, or other utility installations of that sort. The project is expected to contain various utilities (power, telephone, water, sewer, natural gas, etc.). The exact location of those lines and related equipment will be determined by the project designers and by crews on site.

**3. Grading:**

The Developer will ensure grading as required by municipal bylaws. The Developer reserves the right to add retaining walls, swales and/or similar structures as required to ensure the project meets municipal lot grading requirements.

**4. On Site Recreational Facilities & Equipment:**

Community garden is provided.

**5. Maintenance Equipment Supplied:**

None.

**6. Roadways, Walkways:**

The common property roadway will include an appropriate road base, a 1<sup>st</sup> lift of asphalt and concrete curbs. At that stage, the roadway will be ready for its intended use. As various phases and groups of homes are built and occupied, the Developer will arrange to have a 2<sup>nd</sup> lift of asphalt

applied to the roadway. The Developer will build walkways more or less as shown on the project site plan.

#### **7. Fences:**

The Developer shall construct fencing around the perimeter of the project. There will be no fencing between units or separating the rear grassed areas behind the units. The Developer reserves the right to construct additional fencing throughout the project. The Developer will also install a project identification sign. Design, location and colours of fencing and the sign(s) are entirely at the Developer's discretion.

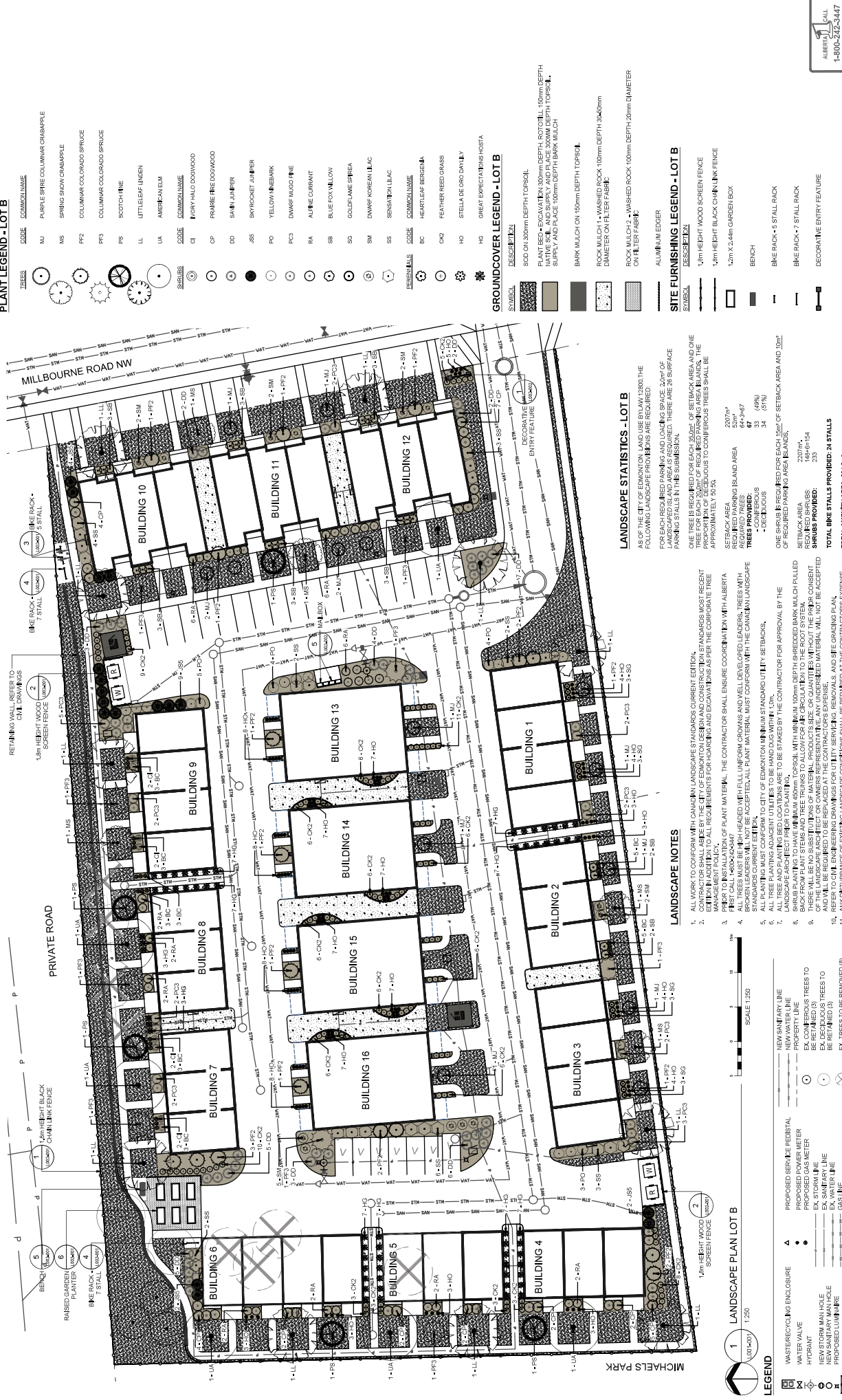
#### **8. Landscaping:**

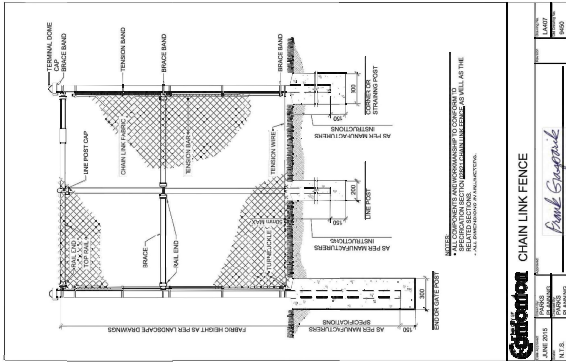
As each phase of the project is completed, the Developer will install lawns, trees and shrubs which comply with the applicable zoning bylaws. The specific choice and location of materials to be used is entirely at the Developer's discretion in compliance with City of Edmonton Bylaws. The Developer agrees to complete the landscaping as soon as practicable given the weather, soil conditions and availability of sub-trades.

#### **9. Exterior Finishings of Buildings:**

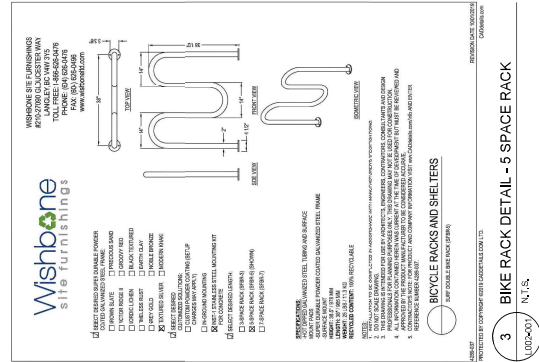
The exterior of the buildings will be finished using the materials set out in the project specifications.

This schedule is provided in accordance with Section 12.2(b) of the *Condominium Property Act*.

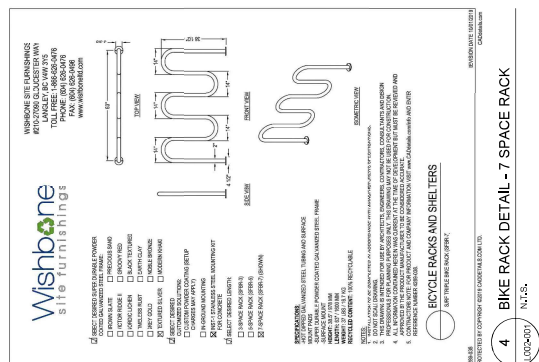
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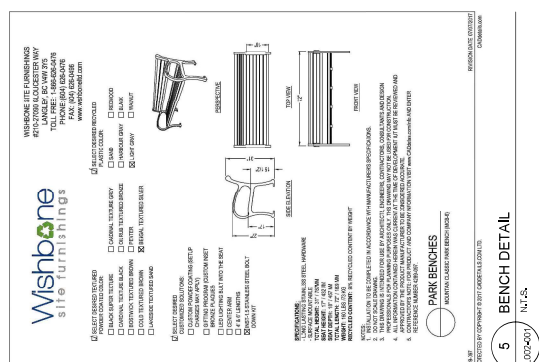
1 1.8m HEIGHT BLACK CHAIN LINK FENCE DETAIL



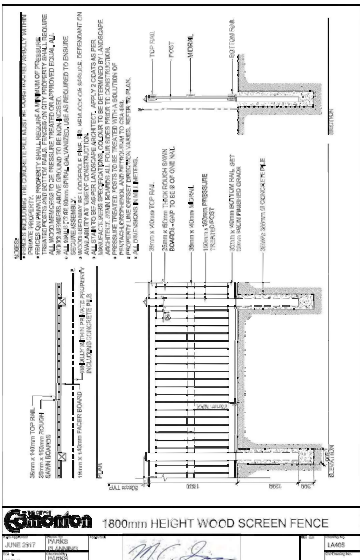
3 BIKE RACK DETAIL - 5 SPACE RACK



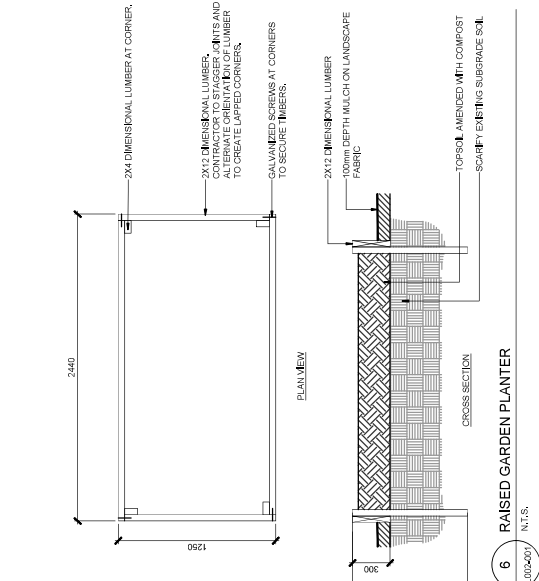
4 BIKE RACK DETAIL - 7 SPACE RACK



5 BENCH DETAIL



2 1.8m HEIGHT WOODSCREEN FENCE DETAIL - WASTE ENCLOSURE



6 RAISED GARDEN PLANTER

IF THE CONTRACTORS RESPONSIBILITY TO:

- USE FIGURED DIMENSIONS IN PREFERENCE TO SCALING.
- REPORT ALL DISCREPANCIES TO THE LANDSCAPE ARCHITECT AND AGREE BEFORE PROCEEDING.
- REPORT ALL DISCREPANCIES TO THE LANDSCAPE ARCHITECT AND AGREE BEFORE PROCEEDING.

THIS DRAWING SHALL NOT BE USED FOR CONSTRUCTION PURPOSES UNLESS SIGNED BY THE LANDSCAPE ARCHITECT.

NO.	REVISION	DATE
1	REVISED SUBMISSION	2021/09/27
2	REVISED SUBMISSION	2021/09/27
3	REVISED SUBMISSION	2021/09/27
4	REVISED SUBMISSION	2021/09/27
5	REVISED SUBMISSION	2021/09/27

**MICHEALS PARK**  
FIRST PLACE PROGRAM  
1010 MILLBOURNE ROAD EAST NW  
ATLANTA, GA 30329

Project No. e20008








**FENCING & SITE FURNISHING DETAILS**

Drawn by CRAC  
Checked by WP  
Approved by WP

Date 2021/09/27  
Scale AS SHOWN  
Drawing No. L002-001





FENCING AND SITE FURNISHING SCHEDULE - LOT B			QTY
SYMBOL	DESCRIPTION		
	1/4" HxPT WOOD SCREEN FENCE	28.4	
	1/4" HxPT BLACK CHAIN LINK FENCE	383.3	
	1/2" X 2 1/4" GARDEN BOX	6	
	BENCH	1	
	BIKE RACK-5 STALL RACK	2	
	BIKE RACK-7 STALL RACK	2	
	DECORATIVE ENTRY FEATURE	1	





# Rohit Communities Specification - Level 7

## FOUNDATION AND STRUCTURE

- a. Concrete footing, walls, pile and retaining walls with rebar as per drawing and engineer's design.
- b. Concrete basement slab on screened rock and 6 mil poly.
- c. Dura mix concrete for garage floor, sidewalks, and patios.
- d. Damp proofing on all below grade exterior surfaces of concrete walls, excluding wing walls.
- e. Engineered wood floor joist and wood roof truss.
- f. Exterior walls, structural wood studs (2"x6") at 24" o.c.
- g. Interior wall partitions, wood studs (2"x4") at 24" o.c.
- h. Stairwell from basement to main floor dry-walled with 1/2" drywall
- i. Full height frost walls, wood studs (2"x4") at 24" o.c. insulation and 6 mil poly in unfinished basement exterior walls.
- j. Common walls between suites are double walls, 2" x 4" in size, with 1" airspace between them and one layer fire rated drywall on both sides.
- k. Attached garage with overhead garage door and one remote control per garage stall, if indicated on plan.

## WINDOWS

- a. Low E and Argon Gas filled triple pane windows as per plan.
- b. Fiberglass exterior doors and garage entry door as per plan.
- c. White PVC sliders and picture windows & patio door as per plan.
- d. White PVC jamb extensions and screens.

## ROOFING

- a. Self-sealing asphalt shingles.
- b. Vents, flashing and metal drip edge as per building code.
- c. Base sheet or ice and water protection along eaves and valleys.

## EXTERIOR FINISHING

- a. Vinyl siding, soffit, fascia and eaves trough as per color chart and drawing.
- b. Vinyl shakes as per color chart and drawing.
- c. Stonework as per exterior color chart and drawing.
- d. Front verandah and steps as per architectural controls.
- e. Aluminum railing around front veranda perimeter and along steps as per plan.
- f. Landings product line with drive under garage, rear deck with vinyl covering.
- g. Rear stairs not provided with any rear deck greater than four feet (1.2 m) above grade.

## PLUMBING

- a. Double bowl, top mount, stainless steel kitchen sink with faucet as per DESIGNER INTERIOR. Undermount sink if granite counter upgrade chosen.
- b. White fiberglass tub with walls and tub/shower trim as per DESIGNER INTERIOR.
- c. White two piece vitreous china water closet with flush tank and seat cover.
- d. White vitreous china vanity basin. Pedestal sink as per drawings.
- e. Faucets finishing as per DESIGNER INTERIOR.
- f. Laundry complete with hot and cold water supply.
- g. Electric domestic hot water heater
- h. Sump pump connected to storm line or exterior discharge as required.

## HEATING

- a. High efficiency furnace with pan humidifier and programmable thermostat.
- b. Low sone bath exhaust fans
- c. Bath fans in bathroom and exhaust fan in kitchen with vents and piping insulated where required by code.
- d. White PVC heat registers and metal air return grill.

## ELECTRICAL

# Rohit Communities Specification - Level 7

- a. 100 Amp power supply panel.
- b. Decora switches and Decora plugs.
- c. Telephone wiring in kitchen, master bedroom (1), internet area, and den if applicable, with blank plates.
- d. Cable wiring in great room/living room, all bedrooms, internet area, and den if applicable, with blank plates.
- e. GFI circuits in all bathrooms and two exterior plugs with GFI – one at front and one at rear.
- f. Lighting package as per DESIGNER INTERIOR.
- g. Keyless lights complete with bulbs to one switch in basement.
- h. Humidistat wired to main floor hallway.

## DRYWALL AND INSULATION

- a. All drywall with gypsum board, screw and nail application on exterior walls. Screw and glue application on interior walls.
- b. Wall taping with level 4 finish and ready for paint.
- c. All ceilings taped, sanded, painted and texture
- d. Square corner bead throughout.
- e. R20 batt insulation for exterior walls, R12 batt insulation for internal party wall and frost walls
- f. R40 blown insulation in attic.
- g. Attached garage finished with insulation and drywall on all walls and ceiling, with fire tape as per building code and fire code.
- h. Multiplex detached garages are dry walled and fire taped on demising walls only as per building code.

## INTERIOR FINISHING

- a. Fiberglass entry door with dead bolt as per DESIGNER INTERIOR and paint.
- b. Interior doors with 3 hinges as per DESIGNER INTERIOR.
- c. MDF baseboard and MDF casing around windows and doors as per DESIGNER INTERIOR.
- d. Hardware and bathroom accessories as per DESIGNER INTERIOR.
- e. Mirrors as per plan in bathrooms.
- f. Wire shelving as per plan.
- g. Pantry door as per DESIGNER INTERIOR.
- h. Railing as per plan and as per DESIGNER INTERIOR

## PAINTING

- a. Interior walls are finished with one coat of primer and two coats of low luster paint.
- b. Interior doors and window trim are finished with one coat of factory primer and two coats of paint.
- c. Unfinished basement floor painted.

## CABINETS AND COUNTERTOPS

- a. 30" tall upper cabinets, colour and door style as per DESIGNER INTERIOR. White finish interior.
- b. Laminate countertops for all countertops as per DESIGNER INTERIOR. Edging profile as per DESIGNER INTERIOR.
- c. Flush eating bar in kitchen per plan.
- d. Full depth fridge cabinet in kitchen and crown moulding on kitchen cabinets.

## FLOORING

- a. Laminate/LVT (as per DESIGNER INTERIOR) throughout main floor except bathrooms.
- b. In Landings product line with drive under garage, the entrance landing down to the garage entry door will be laminate/LVT as per DESIGNER INTERIOR. The stairs from the entrance landing to the main floor will be plush pile carpet as per DESIGNER INTERIOR.
- c. Plush pile carpet as per DESIGNER INTERIOR throughout second floor with underlay, excluding bathrooms and laundry areas.
- d. Plush pile carpet as per DESIGNER INTERIOR on stairs from main floor to second floor.
- e. Ceramic tile/LVT as per DESIGNER INTERIOR in laundry closet and all bathrooms.
- f. Tile vertically and horizontally around perimeter of bathtub 6" wide finished with schluter as per DESIGNER INTERIOR.

# Rohit Communities Specification - Level 7

## APPLIANCES

- a. \$2,500 appliance gift card

## SITE WORK

- a. Landscaping as per landscaping plan.

**Building Specifications may be revised without notification to substitute product of equal or better value. All specifications will meet or exceed the Alberta Building Code. Please note if customer decides to renovate or upgrade after possession, builders warranty will be null and void.**

## WARRANTIES

- a. Warranty as per warranty provider.

# Rohit Communities Specification - Level 7

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20..., in the City or Town of \_\_\_\_\_

In the Province of \_\_\_\_\_, Canada.

Signed in the presence of \_\_\_\_\_ (Witness)

\_\_\_\_\_  
PURCHASER (Print Name & Signature)

\_\_\_\_\_  
PURCHASER (Print Name & Signature)

\_\_\_\_\_  
PURCHASER (Print Name & Signature)

\_\_\_\_\_  
PURCHASER (Print Name & Signature)

Approved on behalf of Rohit Communities \_\_\_\_\_

(Rohit Representative - Print Name & Signature)

JOB NUMBER \_\_\_\_\_

ADDRESS \_\_\_\_\_



## **DISCLOSURE DOCUMENTS**

MICHAEL'S PARK LANDING PHASE 2 (SITE B)

June 19,2023

## **SCHEDULE E**

## **PHASED DEVELOPMENT DISCLOSURE STATEMENT**

## **PHASED DEVELOPMENT DISCLOSURE STATEMENT**

### **MICHAEL'S PARK LANDING PHASE 2 (SITE B) TOWNHOMES** **EDMONTON, ALBERTA**

Michael's Park Landing Phase 2 (Site B) is a townhome conventional condominium project, to be built in phases as allowed under section 19 of the *Condominium Property Act*, as follows:

#### **1. Number of Units in the Project**

The project is expected to contain a total of 56 residential units, located within 16 buildings, and 18 titled surface parking stalls.

Phase 1 is expected to consist of 18 titled surface parking stalls, and 1 building consisting of 3 residential units.

The developer reserves the right to increase or decrease the number of residential units by up to 10 units and to increase or decrease the number of parking units by up to 10 units. For example, the total number of residential units could be as high as 66 or as low as 46.

The developer will build more residential units and buildings as and when buyers for those are found. The balance of the project could be built in as many as 15 subsequent phases (i.e. 1 phase per building). However, the developer reserves the right to combine phases as it sees fit.

#### **2. Description of Units and Common Property in the Initial Phase**

Number of units: 18 surface parking units and 3 residential units that are attached townhomes contained within 1 building.

General size of parking units: 14.3 square metres. Parking units will be sized to meet municipal bylaw, as applicable.

General size of residential units: between 157.9 and 193.7 square metres (the measurements include garage/ground-level areas).

Common Property:

- the developer will construct common property visitor parking as part of the initial phase.
- the developer will construct the underground services (water, sewer, power gas, etc.), entranceway, and the internal roadway and drive aisles as part of the initial phase.
- the developer will construct the exterior and interior common property elements associated with each building in the first phase (building envelope, party walls, asphalt shingles, front verandas, decks, cement sidewalks adjacent to each building etc.) during the phase that such building is constructed.

- the developer will install landscaping associated with the first phase within a reasonable time after the initial phase is completed.

Restrictions or qualifications on types of units/common property: None.

Proposed uses of the units/common property: as per Land Use Bylaw.

### **3. Description of Units and Common Property in Subsequent Phases**

Number of units: as shown in paragraph 1.

General size of residential units: between 157.9 and 193.7 square meters (the measurements include garage/ground-level areas).

Common property:

- the developer will construct the exterior and interior common property elements associated with each building in each subsequent first phase (building envelope, party walls, asphalt shingles, front verandas, decks, cement sidewalks adjacent to each building etc.) during the phase that such building is constructed.
- the developer will install landscaping associated with each phase within a reasonable time after each phase is completed.
- The developer will construct the community garden as part of a subsequent phase, which may or may not be the final phase.

Restrictions or qualifications on types of units/common property: None.

Proposed uses of the units/common property: as per Land Use Bylaw. Exclusive Use of balconies/patios.

### **4. Proposed physical appearance / architectural compatibility**

All phases will use the same type of construction (wood frame) with similar architectural features and finishing materials. The developer will try to ensure that all phases are essentially consistent with each other, within reason. Colours are at the discretion of the project designer.

### **5. Availability of Common Property**

The developer will construct the underground services (water, sewer, power gas, etc.), visitor parking and the internal roadway as part of the initial phase. As each phase is completed, the occupants in that phase will be able to use all the common property, to the extent that it is not leased or otherwise assigned to the exclusive use of an owner, in that phase and in all previous phases.

## **6. Condo Fees During Construction**

During construction of each phase, the developer is responsible for all operating costs (utilities, insurance, snow removal, etc.) for that phase. Accordingly, the developer will not be required to pay condominium fees for units in phases which are undeveloped or under construction. When customers occupy units before condo fees have been assessed to units in a phase, those customers are required (by their purchase agreements) to pay the developer monthly maintenance fees (equal to 80% of the estimated condominium fees) to help cover the maintenance expenses for that phase.

Within a reasonable time after each phase has been substantially completed, the Condominium Corporation will take over the operation of that phase. The Corporation will then be entitled to begin collecting condominium fees from the owners of all units in that phase, whether the units are sold or not.

## **7. Allocation of Administrative Expenses / Unit Factors**

As a general rule, the condominium corporation will raise the funds required to meet its expenses by levying condominium fees to the owners of completed units, based on the unit factors associated with that unit, subject to any rights to allocate fees on a different basis as set out in the condominium bylaws. Unit factors are to be allocated based on the following principles:

- a) The *Condominium Property Act* specifies that the total of Unit Factors must be 10,000.
- b) Surface parking units have been allocated 1 unit factor.
- c) The remaining unit factors are allocated among residential units based on their relative areas and on model types.
- d) The developer reserves the right to adjust unit factors as it sees fit, as long as new unit factors are consistent with the general basis for allocation as set out above.

## **8. Effect on Condo Fees if Future Phases are not Completed**

The proposed budget consists mainly of variable costs (i.e. costs that go up or down depending on how many units are built). However, approximately 30% of the budgeted expenses are fixed costs (i.e. they cost the same whether 3 or 56 units are involved). Accordingly, if the future phases are not completed, the condo fees payable by owners in completed phases may increase to cover the portion of the fixed costs which would otherwise have been paid by the unbuilt units.

### **Completion of the Unit**

The project may be constructed in 15 phases or more if the developer requires more phases depending on economic conditions over a period of time. All phases that make up the project are to be registered within 15 years from the date that the condominium plan was first registered.

## **CERTIFICATE OF DEVELOPER**

**MICHAEL'S PARK SITE B LTD.** certifies that this phased development disclosure statement complies with:

- (a) The *Condominium Property Act* and the *Condominium Property Regulation*; and
- (b) All the requirements under the *Common Property Act* and the *Condominium Property Regulation*.

DATED the \_\_ day of \_\_\_\_\_, 2022.

**MICHAEL'S PARK SITE B LTD.**

Per: \_\_\_\_\_



## **DISCLOSURE DOCUMENTS**

MICHAEL'S PARK LANDING PHASE 2 (SITE B)

June 19, 2023

## **SCHEDULE F**

# **PROPOSED BYLAWS OF THE CONDOMINIUM CORPORATION**

**THE BYLAWS OF**  
**CONDOMINIUM CORPORATION NO. \_\_\_\_\_**  
**MICHAEL'S PARK LANDING PHASE 2 (SITE B)**

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These Bylaws have been enacted by Condominium Corporation No. \_\_\_\_\_ to replace all previous Bylaws, including those in Schedule 4 of the Condominium Property Regulation of Alberta.

## **1 DEFINITIONS AND APPLICATIONS**

The following definitions shall apply to all parts of these Bylaws.

### **1.1 DEFINITIONS**

- 1.1.1 “Act” shall mean the Condominium Property Act, being Chapter C-22 of the Revised Statutes of Alberta, 2000, as amended, and any statute or statutes which may be passed in substitution or replacement of the Act;
- 1.1.2 “Board” means the Board elected pursuant to these Bylaws. Board members may be referred to as Directors;
- 1.1.3 “Building” means for purposes of these By-laws and the Act, any building located on the Parcel;
- 1.1.4 “Bylaws” means the Bylaws of the Corporation, as amended from time to time;
- 1.1.5 “Common Expense” means all expenses for the performance of the objects and duties of the Corporation and all other expenses specified as Common Expenses in these Bylaws;
- 1.1.6 “Common Property” means so much of the Parcel as is not comprised in any Unit shown on the Condominium Plan;
- 1.1.7 “Condominium Plan” means the plan registered with the Alberta Land Titles Office pursuant to the Act and referred to as Condominium Plan No. \_\_\_\_\_;
- 1.1.8 “Contribution” shall have the meaning as defined in the Act;
- 1.1.9 “Corporation” means the Corporation constituted under the Act by the registration of the Condominium Plan;
- 1.1.10 “Developer” means Michael's Park Site B Ltd. or any successor or assign thereof;
- 1.1.11 “Exclusive Use Area” means those areas, being part of the Common Property, determined by the Board from time to time, and which areas the Board deems suitable for private use in conjunction with a Unit, including those decks associated with a Unit, if such a Unit has a deck;
- 1.1.12 “Insurance Trustee” means any company or person authorized to act as an Insurance Trustee under the laws of the Province of Alberta and who may be appointed from time to time on Ordinary Resolution of the Corporation. If no Insurance Trustee is appointed then the Insurance Trustee shall be the Board;
- 1.1.13 “Interest” means a rate of 18% per annum, or such other rate prescribed as the maximum amount of interest permitted to be charged as interest in accordance with the Act and Regulation,

compounded annually, or such other rate of interest as approved from time to time by Ordinary Resolution, calculated from the due date until payment in full on any arrears of Contributions levied or any other monies owed to the Corporation. The Board may waive or reduce the requirement to pay Interest, on a case by case basis, as it sees fit;

- 1.1.14 “Legal Costs” means any legal cost incurred by the Corporation payable by an Owner on a solicitor and their own client full indemnity basis;
- 1.1.15 “Manager” means the professional manager first retained by the Developer or any successor contractually appointed as Manager pursuant to Bylaw 4.1.3;
- 1.1.16 “Mortgagee” means the holder of a mortgage registered against the title to one or more Units in the Condominium Plan;
- 1.1.17 “Municipality” means the city, town, village, or municipal district where the Parcel is situated;
- 1.1.18 “Occupant”, “Occupier”, or “Tenant” means the rightful and lawful occupant or lessee of a Unit whether or not the occupant or lessee is the owner, and includes all family members, invitees, licensees, such persons, servants and guests of such persons except where there is something in the subject matter or context inconsistent with such interpretation;
- 1.1.19 “Ordinary Resolution” shall have the meaning as defined in the Act;
- 1.1.20 “Owner” means any owner of a Unit in the Condominium Plan;
- 1.1.21 “Parcel” means the land comprised in the Condominium Plan;
- 1.1.22 “Phase” means each phase of the Condominium Plan registered by the Developer in accordance with the Phased Development Disclosure Statement filed by the Developer upon initial registration of the Condominium Plan;
- 1.1.23 “Parking Unit” means a Unit located on the surface, intended for use as a parking stall as depicted on the Condominium Plan;
- 1.1.24 “Regulation” means the Condominium Property Regulation, Alta Reg 168/2000, as amended, and any other regulation or regulations which may be passed in substitution therefor or replacement thereof;
- 1.1.25 “Residential Unit” means a Unit intended for use as a personal residence as depicted on the Condominium Plan;
- 1.1.26 “Reserve Fund” means the fund created for the purposes as outlined in Section 38 of the Act or any section passed in substitution therefor or replacement thereof and Bylaw 4.2.6. The fund is an asset of the Corporation;
- 1.1.27 “Save harmless” means to relieve from responsibility or liability for any damage or loss;
- 1.1.28 “Special Resolution” shall have the meaning as defined in the Act;

- 1.1.29 “Standard Insurable Unit Description” means the description of the standard fixtures and finishings of a typical Residential Unit, being the items the Corporation’s insurance is to cover, as determined by the Corporation from time to time in accordance with Regulation and for Parking Units shall mean the replacement value of the Parking Units as such Parking Units were typically provided to purchasers by the Developer;
- 1.1.30 “Unit” means an area designated as a Unit by the Condominium Plan;
- 1.1.31 “Unit Charge” means such charge or charges as may be assessed, pursuant to these Bylaws, against an Owner as a Contribution and which shall be recoverable by the Corporation as a Contribution in arrears;
- 1.1.32 “Unit Factor” means the unit factor for each Unit as more particularly described in the Condominium Plan.

## **1.2 INTERPRETATIONS**

- 1.2.1 Words and expressions which have a special meaning assigned to them in the Act have the same meaning in these Bylaws.
- 1.2.2 Other expressions used in these Bylaws and not defined in the Act or in these Bylaws have the same meaning as may be assigned to them in the Land Titles Act of Alberta, as amended from time to time, or in any statute or statutes passed in substitution therefor or replacement thereof, unless the context otherwise requires.
- 1.2.3 These Bylaws are to be read with all changes of number and gender as required by the context, and the word “Owner” or “Owners” shall be read “Tenant” or “Tenants”, “Resident” or “Residents” or “Occupant” or “Occupants” as the context may require.
- 1.2.4 If the Act is amended so as to substitute or replace any section of the Act or Regulation referred to in these Bylaws, then such reference shall be deemed to be a reference to the corresponding section of the Act or Regulation as amended, substituted or replaced.
- 1.2.5 In the event of any conflict between these Bylaws and the Act and Regulation, the Act and Regulation shall prevail.

## **2 THE OWNERS**

### **2.1 DUTIES OF THE OWNERS**

An Owner shall:

- 2.1.1 permit the Corporation and its agents, on 24 hours written notice (except in case of emergency when no notice is required), to enter in or on their Unit for the purpose of inspecting the Unit and maintaining, repairing or renewing pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in the Residential Unit and capable of being used in connection with the enjoyment of any other Residential Unit or Common Property,

or for the purpose of maintaining, repairing and renewing the Common Property including the exterior or outside surfaces of the building, or for the purpose of ensuring that the Bylaws are being observed. The written notice must state the reason for the entry and specify both a date and time of entry;

- 2.1.2 immediately carry out all work that may be ordered by any municipal or public authority in respect of their Unit or Exclusive Use Area and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of their Unit;
- 2.1.3 maintain and repair their Residential Unit including all furnishing, fixtures and improvements to the Unit, floor coverings, window screens, fixtures, appliances, garage door motors and interior components of the garage door system, pipes, wires, cables, ducts, conduits, plumbing, sewer and other facilities contained within the Residential Unit and that furnish utilities in the Residential Unit and which service that Unit alone. Without limiting the generality of the foregoing, an improvement includes any addition, alteration, or improvement to the Residential Unit, beyond the Standard Insurable Unit Description fixtures and finishings, made by a current or prior Owner or Occupant. If the Owner fails to maintain or repair their Residential Unit and after 10 days written notice to do so given by the Corporation, then the Corporation may carry out such work and all costs incurred by the Corporation in so doing plus Interest will be charged by the Corporation as a Unit Charge against the Owner;
- 2.1.4 if their Unit has an exterior water hose bib, keep and maintain such hose bib in good condition and repair, but such duty to keep and maintain shall not be deemed a waiver or modification of the Corporation's right to access and utilize such hose bib which is otherwise expressly allowed;
- 2.1.5 keep and maintain heating in operation within their Residential Unit to a temperature that ensures against pipe freezing in the Residential Unit or any adverse impact whatsoever on adjoining Units and Common Property or their heating, use and enjoyment;
- 2.1.6 use and enjoy the Common Property in accordance with these Bylaws, the Act, Regulation, all resolutions passed by the Corporation, and all rules and regulations passed by the Board in such a manner so as to not unreasonably interfere with the use and enjoyment thereof by other Owners, Tenants, Occupants or their families or visitors;
- 2.1.7 notify the Corporation immediately, in writing, upon any change of ownership or of any mortgage, or other dealing in connection with their Unit;
- 2.1.8 comply with and cause all their Tenants, Occupants, family or visitors of their Unit to comply with the Act, Regulation, Bylaws, policy statements and rules and any non-monetary sanctions imposed by the Board. All absentee Owners shall keep a copy of the Bylaws in their Residential Unit for the use and benefit of their Tenants or Occupants;
- 2.1.9 pay to the Corporation when due all monthly Contributions levied against their Unit or monies owing to the Corporation together with Interest thereon;

- 2.1.10 deposit with the Corporation, if requested, duly executed post-dated cheques or monthly bank debits for duly assessed condominium contributions for the appropriate forthcoming or remaining budgetary term;
- 2.1.11 pay to the Corporation on demand any bank charges or Corporation charges for any late or "NSF" cheque written by such Owner;
- 2.1.12 indemnify the Corporation and pay to the Corporation any costs incurred including Legal Costs, management expenses and fees as a result of any action taken by or on behalf of the Corporation, whether by suit or otherwise, against the Owner or an Occupant to enforce any Bylaws of the Corporation or to collect any Common Expenses or any other Contributions, costs or monetary sanctions levied or assessed against their Unit. Such Legal Costs and other costs incurred by the Corporation shall be charged, together with Interest, against the Owner as a Unit Charge;
- 2.1.13 allow the Board, Corporation, and the Manager or any representative thereof entry to the Owner's Unit in the event of an emergency, for the purposes of protecting Common Property, the property of other Owners or Occupants and the property of the Corporation. The Corporation or anyone authorized by it may determine whether an emergency exists. If an Owner shall not be personally present to grant entry to their Unit, the Corporation or its agents may enter upon such Unit and the Owner shall Save harmless such persons from any claim or cause of action for damages by reason thereof;
- 2.1.14 pay for all utility services to their Unit not included in the Common Expenses including, without limitation, water, heat, electricity, cable, internet and telephone services, as applicable.

### **3 THE CORPORATION**

#### **3.1 POWERS OF THE CORPORATION**

The Corporation may, through the Board:

- 3.1.1 exercise all of the rights, powers and duties conferred on the Corporation by the Act, the Regulation and the Bylaws;
- 3.1.2 purchase, hire or otherwise acquire or dispose of or deal with personal and real property for use by Owners in connection with their enjoyment of Common Property or their Units or any of them, provided that real property shall only be acquired or disposed of on approval by a Special Resolution;
- 3.1.3 borrow monies required by it in the performance of its duties or the exercise of its powers, provided that the Corporation shall not borrow in excess of 15% of the Corporation's revenues as set out in the most recent financial statements on any occasion or incur a total debt at any time exceeding 15% of the Corporation's revenues as set out in the most recent financial statements without such borrowing or indebtedness being approved by an Ordinary Resolution;

- 3.1.4 secure the payment of monies borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid Contributions (whether levied or not) or mortgage of any property vested in it, or by combination of those means;
- 3.1.5 issue a statement to a lender, or a prospective lender, attesting to the Corporation's maximum permitted borrowing amount, as of the date of such statement and the remaining permitted borrowing amount, based on current Corporate indebtedness;
- 3.1.6 invest as it may determine, any monies in the funds for administrative expenses, to the extent permitted by law and subject to the restrictions set forth in Section 43 of the Act and Schedule 2 of the Regulation;
- 3.1.7 make an agreement with any Owner or Occupant of a Unit for the provision of amenities or services by it to the Unit or to the Owner or Occupant thereof;
- 3.1.8 grant to an Owner the right to exclusive use and enjoyment of Common Property or special privileges in respect thereof, but any such grant shall be terminable on reasonable notice unless the Corporation by Ordinary Resolution otherwise resolves;
- 3.1.9 grant to an Owner by lease, licence or other instrument, the right to exercise exclusive possession in respect of an area of the Common Property adjoining or relating to such Owner's use of their Unit under Section 50 of the Act (a "grant of exclusive possession"), on such terms and conditions as may be determined or approved by the Board from time to time, provided that such grant of exclusive possession shall be available only for the benefit of Owners, purchasers, Tenants and other lawful Occupants of such Unit, and shall not be assignable to anyone who is not an Owner or purchaser by agreement for sale of such Unit and shall be terminable on 30 days' notice by the Corporation as against any grantee, lessee or assignee, or if an Owner ceases to be an Owner;
- 3.1.10 do all things reasonably necessary for the enforcement of the Bylaws and the control, management and administration of the Common Property and any part of a Unit with which the Corporation may be concerned, including the commencement of an action under Section 36 of the Act and all subsequent proceedings relating thereto;
- 3.1.11 pay an annual honorarium or stipend to a member of the Board, as may be determined from time to time by Ordinary Resolution of the Corporation;
- 3.1.12 utilize the exterior water hose bibs attached to those Units which have them in order to obtain water required for Condominium purposes including, without limitation, watering lawns, landscaping and other maintenance of exterior Common Property areas;
- 3.1.13 in the event of fire, gas, water leakage or other emergency situation, gain entry or force entry into any Unit for the purpose of dealing with such emergency and for the purpose of protecting the Common Property or the property of other Owners, Tenants, Occupants and the Corporation as the case may be.

## **3.2 DUTIES OF THE CORPORATION**

### **3.2.1 ADMINISTRATION**

The Corporation shall, through the Board:

- (a.) control, manage, administer, maintain and repair all chattels and other property whatsoever owned or leased by the Corporation;
- (b.) control, manage, administer and repair the Common Property for the benefit of all the Owners and for the benefit of the entire Corporation;
- (c.) ensure that no actions or steps are taken by or on behalf of the Corporation or by any Owner which would in any way prohibit, restrict, limit, hinder or interfere with the Developer's ability to construct and/or complete, maintain, repair, and market the Condominium, and to fulfill the Developer's obligations to all governmental authorities;
- (d.) do all things required of it by the Act, Regulation, these Bylaws, and any resolutions of the Corporation in force from time to time;
- (e.) provide and maintain in full force all such insurance as is required by the Act, Regulation and the Bylaws;
- (f.) pursuant to Section 38 of the Act, create and maintain by Contribution, a Reserve Fund;
- (g.) maintain and keep a register pertaining to all grants of exclusive possession (including Exclusive Use Areas) in respect of the Parcel; and
- (h.) at all times keep and maintain for the benefit of the Corporation and all Owners copies of all Corporation documents and information as required, and for such time periods as mandated by the Act and Regulation, including, without limitation, Section 44.2 of the Act and Schedule 3 of the Regulation.

### **3.2.2 DUTY TO MAINTAIN & REPAIR**

The Corporation shall:

- (a.) where practical, maintain suitable landscaping on the Common Property;
- (b.) repair and maintain (including renewal or replacement where reasonably necessary) pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities existing or required in the Parcel, or capable of being used in connection with the enjoyment of the Common Property or more than one Unit;
- (c.) provide for regular collection of garbage, should the Municipality not provide such a service, and, if necessary, provide suitable garbage receptacles on the Common Property for use by all Owners;

- (d.) subject to any obligations imposed by the Bylaws or by the Corporation upon any Owners to maintain any part of the Common Property over which such Owners are granted exclusive rights of use by the Corporation (including without limitation, Exclusive Use Areas):
- i.) maintain the Common Property whether that maintenance may be required as a result of reasonable wear and tear, or otherwise;
  - ii.) remove ice, snow, slush, and debris from and keep and maintain in good order and condition areas of the Common Property designated for vehicular or pedestrian traffic, including front sidewalks and Parking Units, but not including snow removal from any Exclusive Use Area decks, which shall be the Owner's responsibility;
  - iii.) provide and maintain outside lighting on the Common Property to the standard approved from time to time by the Board; and
  - iv.) maintain in good order and condition all grassed or landscaped areas of the Common Property;
- (e.) keep in a state of good repair, as may be required as a result of reasonable wear and tear or otherwise, the following:
- i.) all outside surfaces of the building and Units, including without limiting the generality of the foregoing, foundations, exterior walls, all roofing materials, eavestroughs and exterior drains, exterior beams and trim, decks and deck railings and stairs, exterior doors and windows (but excluding any bulbs in fixtures attached to the exterior of a Residential Unit, caulking, weather stripping and all door passage sets and locks of a Residential Unit, all of which shall be the responsibility of the Unit Owner). For clarity, the Corporation will be responsible for the replacement, where necessary, of any exterior windows, doors, patio doors, and their assemblies, including the glass, frames, seals, sash and sills. Owners are responsible for any broken door, window or glass caused by the Owner or their Occupants or guests and the cleaning of the window glass that is accessible from the Residential Unit;
  - ii.) all fencing, posts, driveways, roadways, curbs, sidewalks, parking areas, concrete swales, community gardens, and other common facilities or equipment; and
  - iii.) all other outside hardware and accoutrements, (including without limiting the generality of the foregoing, signage identifying the Corporation, mailboxes and municipal address identification numbers) affecting the appearance, usability, value or safety of the Parcel or the Units.

### 3.2.3 INDEMNIFICATION

- (a.) The Corporation shall indemnify and Save harmless every Board member, employee or officer, and their respective heirs, executors and administrators against all damages, judgments, settlements, costs and expenses, including legal costs reasonably incurred by them in connection with any action, suit or proceeding to which they may be made a party by reason of their being or having been a Board member, employee or officer of the Corporation, except as to matters in which they:
  - i.) are finally adjudged to be liable for fines or penalties imposed in a criminal suit or action of gross negligence;
  - ii.) acted for unjustified profit or advantage;
  - iii.) committed or attempted any wrongful act in bad faith or dishonesty; or
  - iv.) are found to be in breach of Section 28(3) of the Act.
- (b.) All liabilities, losses, costs, fees and expenses incurred or suffered by the Corporation in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as Common Expenses.

### 3.2.4 PRIVACY

The Corporation shall, through the Board:

- (a.) develop a “Privacy Policy” which includes reasonable policies and practices that enable the Corporation to meet its obligations under the Personal Information Protection Act and the Condominium Property Act;
- (b.) appoint a Privacy Officer, who shall be responsible for:
  - i.) ensuring that the Corporation, its Board members, employees and agents comply with the Personal Information Protection Act;
  - ii.) monitoring, making recommendations and reporting to the Board on the Corporation’s Privacy Policy;
  - iii.) responding to inquiries about the Corporation’s Privacy Policy and receiving and dealing with access to information requests and complaints as the Board may direct; and
  - iv.) working with the Office of the Information and Privacy Commissioner during an investigation of a privacy complaint against the organization.

## **4 THE BOARD**

### **4.1 POWERS OF THE BOARD**

#### **4.1.1 VESTED POWERS**

- (a.) The Board, for the benefit of the Corporation, the Owners and Mortgagees, shall have vested in it the powers of the Corporation and shall enforce the provisions of the Bylaws.
- (b.) Every member of the Board shall exercise the powers and discharge the duties of the office of member of the Board acting honestly and in good faith with a view to the best interests of the Corporation, and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.
- (c.) The Board may, subject to any restriction imposed or direction given at a general meeting of the Board, delegate to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke such delegation.
- (d.) The Board may make policy statements and rules (hereafter “rules”) as deemed prudent and required by the Board, including, without limitation, for the following:
  - i.) to regulate, manage, administer and control the use of the Common Property including, but not restricted to, the hours of use, supervision of, reservations for, security of, privacy and access to the Common Property;
  - ii.) the administration of the Corporation;
  - iii.) establishing procedures and policies for the operation of the Board;
  - iv.) establishing procedures for the use of proxies and voting processes; and
  - v.) to otherwise clarify the general restrictions in these Bylaws.

Such rules must be passed by a clear majority of the Board. The Board shall provide written notice to all Owners and Occupants of those rules at least 30 days before such rules come into effect as required by the Regulation. The Board may impose non-monetary sanctions against Owners or Occupants that violate such rules as it deems appropriate. Subject to the Regulation, the Board may pass emergency rules that come into effect immediately upon notice being provided to the Owners and Occupants as required to address safety and security concerns, provided such rules will cease to have effect upon the emergency situation having been resolved.

#### **4.1.2 MEETINGS**

- (a.) The Board may meet together for the conduct of business, adjourn, and otherwise regulate its meetings as it thinks fit, but it shall meet when any member gives to the other members

not less than 7 days' notice of a meeting proposed by them, specifying the reason for calling the meeting, or when the President gives not less than 24 hours' notice of a meeting proposed by them specifying the reason for calling the meeting.

- (b.) All meetings of the Board shall be held in the Municipality except for meetings held or attendances via electronic telecommunication methods. Meetings may be by telephone conference call, video conferencing, or such other method as will permit all Board members to hear and be heard by all other participants in the meeting. Members of the Board participating in a meeting by electronic means or other communication facilities are deemed to be present at the meeting.

#### 4.1.3 MANAGEMENT

- (a.) The Board may employ for and on behalf of the Corporation an independent professional management agency, agent or Manager to supervise, manage, carry out and perform any and all of the duties of the Corporation set out in Bylaws 3.2.1 & 3.2.2 and such other duties as the Board may determine from time to time, subject always to the control and direction of the Board, such Manager to be reasonably fit and suited to perform such duties. If required by law, such Manager shall be licensed. At all times when the Board consists only of nominees of the Developer no such contract shall provide for an initial term in excess of two (2) years and the termination provisions of Section 17 of the Act shall apply thereto.
- (b.) Any Manager employed by the Board need not devote their full time to the performance of the duties of the Corporation so long as those duties are performed in good and sufficient fashion and may (without limiting the generality of the foregoing) act as a rental or leasing agent for any Owner to the extent that so doing will not interfere with or unreasonably impede the performance of their duties for the Corporation.
- (c.) The Board may employ or authorize the Manager, if any, to employ for and on behalf of the Corporation such other agents and servants as it thinks fit in connection with the control, management and administration of the Common Property, and the exercise and performance of the powers and duties of the Corporation.
- (d.) The Board may authorize the Manager to provide copies of Corporation records upon request as set out in Bylaw 4.2.4.
- (e.) The Manager shall maintain professional liability insurance and commercial general liability insurance, each having a limit of not less than \$2,000,000.00 per incident for the benefit of and naming the Corporation as payee. This insurance shall contain an endorsement stipulating that it will not be cancelled or materially modified without 30 days' prior written notice to the Corporation. The Manager shall provide, on demand by the Board, certified copies of the insurance or at the Board's option, certificates of such insurance in a form acceptable to the Board.

#### 4.1.4 LIMIT ON EXPENDITURES BY MANAGER

Any Manager engaged by the Corporation (through the Board) may, on resolution of the Board, from time to time make expenditures not to exceed \$2,500.00 per month without specific approval of the Board, but any expenditure in excess of \$2,500.00 must be approved by a resolution of the Board. The Board may revoke such resolution at any time by a further resolution of the Board.

#### 4.1.5 COMMUNICATION WITH THE BOARD

- (a.) Any suggestions, requests, questions or complaints for the Corporation must be in writing, including written electronic communications such as email, and addressed to the Corporation. The Board shall not be required to consider or act on any suggestion, question or complaint that is not in writing and properly submitted to the Corporation.
- (b.) No Owner or Occupant shall be considered to have been given any permission or approval by or from the Corporation or the Board until the Owner or Occupant has received the permission or approval in writing, signed on behalf of the Corporation by its authorized signing authorities or agent.

### 4.2 DUTIES OF THE BOARD

#### 4.2.1 MINUTES

The Board shall cause minutes to be kept of all Board proceedings and all general or special meetings of the Corporation which shall, unless the Board otherwise decides, be kept by the Secretary.

#### 4.2.2 REQUIRED FILINGS

The Board shall cause all required filings, including but not limited to, Change of Board of Directors, Change of Address and Change of Bylaws to be registered at the Land Titles Office.

#### 4.2.3 FINANCIAL

The Board shall:

- (a.) cause proper books of account to be kept in respect of all sums of money received and expended by the Corporation, and the matters in respect of which such receipts and expenditures take place, the keeping of said books, unless the Board otherwise decides, to be the responsibility of the Treasurer;
- (b.) cause to be prepared for each fiscal year of the Corporation, annual financial statements, prepared in accordance with generally accepted accounting principles. Such financial statements shall be audited if required by Ordinary Resolution of the Corporation;
- (c.) cause to be prepared an Annual Reserve Fund Report for each Annual General Meeting as set out in Bylaw 4.2.6 (d.), such preparation, unless the Board otherwise decides, to be the responsibility of the President;

- (d.) cause to be prepared an operating budget for the forthcoming fiscal year of the Corporation, which shall be provided to each Owner and Mortgagee (who has notified its interest to the Corporation) at least 30 days before the start of such fiscal year. If the Corporation revises the budget, it shall provide a copy of the revised budget to the Owners and Mortgagees as soon as possible;
- (e.) cause to be assessed to each Unit a Contribution, payable by the Owner of the Unit, towards Common Expenses and enforce payment of same as set out in these Bylaws.

#### 4.2.4 DISCLOSURE OF INFORMATION

- (a.) An Owner, Mortgagee or purchaser of a Unit in the Corporation may request any documents or information prescribed by the Act and Regulation (including s. 20.52 of the Regulation), and within 10 days after receiving that request, the Corporation shall provide to the person making the request the requested documents or information.
- (b.) Any prescribed information or documents requested may be provided in electronic form unless the person requesting the information or documents specifically requests that they be provided in paper form.
- (c.) The Board, the Manager or other party supplying any documents required to be provided in these Bylaws or under the Act and Regulation shall be entitled to charge a fee for the production thereof, up to the maximum amounts prescribed by the Regulation.

#### 4.2.5 ESTOPPEL CERTIFICATE

- (a.) The Corporation shall, on the written request of an Owner, Mortgagee, purchaser of a Unit, or the solicitor of an Owner, Mortgagee, or purchaser of a Unit, or a person authorized in writing by any of those persons, within 10 days after receiving the request, certify:
  - i.) the amount of any Contributions payable by the Owner;
  - ii.) the frequency at which Contributions are payable;
  - iii.) the amount of Contributions payable that is in arrears, if any; and
  - iv.) the amount of interest owing, if any, on any unpaid balance of a Contribution,(collectively, an “Estoppel Certificate”).
- (b.) The Corporation and all of the Owners shall be estopped from denying the accuracy of an Estoppel Certificate against any Mortgagee, purchaser or other person dealing with the Unit Owner; but this shall not prevent the enforcement against any Unit Owner of all obligations of the Unit Owner whether improperly stated in such Estoppel Certificate or not.

#### 4.2.6 RESERVE FUND

- (a.) The Board shall have a qualified reserve fund study provider carry out a reserve fund study and prepare a reserve fund study report for the Corporation within 2 years of the registration of the Condominium Plan, and thereafter at least once every 5 years, or more frequently if the actual expenditures differ greatly from those of the existing reserve fund plan.
- (b.) Upon receipt of a reserve fund study report, the Board shall approve a reserve fund plan based on the reserve fund study report, setting forth the method of and amounts needed for funding and maintaining the Reserve Fund.
- (c.) The reserve fund plan prepared by the Board must provide that, based on the reserve fund study report, sufficient funds will be available by means of Owners' Contributions, or any other method that is reasonable in the circumstances, to repair or replace, as the case may be, the depreciating property in accordance with the reserve fund study report.
- (d.) The Board must, for each fiscal year, have prepared and submit to the Owners at least 14 days before each Annual General Meeting an annual report respecting the Reserve Fund setting out at least the following:
  - i.) the amount of the Reserve Fund as of the last day of the immediately preceding fiscal year;
  - ii.) all the payments made into and out of the Reserve Fund for that year and the sources and uses of those payments;
  - iii.) a list of the depreciating property that was repaired or replaced during that year and the costs incurred in respect of the repair or replacement of that property;
  - iv.) the amount of the Reserve Fund projected for the current fiscal year;
  - v.) total payments by Ordinary or Special Resolutions into, and payments out of, the Reserve Fund for the current fiscal year;
  - vi.) a list of the depreciating property projected to be repaired or replaced during the current fiscal year and the projected costs of the repairs and replacements.
- (e.) All monies credited to the Reserve Fund must be maintained in a separate account and not co-mingled with any funds that make up the Corporation's operating funds or any funds of any other corporation or other entity.
- (f.) The Reserve Fund may be used for the repair or replacement of any real and personal property owned by the Corporation and the Common Property but is not intended to be used to cover annually recurring maintenance and repair costs which are to be set out and provided for in the annual budget.

- (g.) Funds from the reserve fund may be used to pay for a reserve fund study and reserve fund report required by the Regulation and any other report prepared by an expert examining the condition of the real and personal property of the Corporation and the Common Property.
- (h.) Funds shall not be taken from a Reserve Fund for the purpose of making capital improvements unless:
  - i.) the removal of funds for that purpose is authorized by a Special Resolution or is necessary to maintain the Corporation's property and Common Property in order to comply with health, building and maintenance and occupancy standards as required by law; and
  - ii.) after the removal of funds pursuant to the Special Resolution, there are sufficient funds remaining in the Reserve Fund to meet the requirements of the existing reserve fund plan.

#### 4.2.7 BONDING/INSURANCE FOR FRAUDULENT ACTS

The Corporation shall obtain one or more fidelity bonds or insurance policies sufficient to cover losses directly caused by the fraudulent and dishonest acts of a member of the Board, the Manager or by any employee who handles the Corporation's money. Such policy must provide coverage for an amount that is at least the sum of the reserve fund balance plus the operating account balance as at the start of the Corporation's current fiscal year. Such bond and or insurance shall be reviewed by the Board at least once every 2 years and updated in coverage, as required.

#### 4.2.8 SIGNING AUTHORITY

The Board shall determine, by resolution from time to time, which officers shall sign cheques, drafts and other instruments and documents not required to be under corporate seal, and may authorize the Manager to sign instruments and documents on behalf of the Corporation not required to be signed under corporate seal. Notwithstanding the foregoing, the Manager shall not have sole signing authority on any Corporation cheques.

#### 4.2.9 SEAL OF THE CORPORATION

The Corporation shall have a seal which shall be used as authorized by resolution of the Board and in the event no such resolution has been passed then the seal shall be used in the presence of at least 2 members of the Board, who shall sign the instrument to which the seal is affixed. The one exception to the above is that the Manager is authorized to sign and seal Estoppel Certificates on behalf of the Corporation.

### 4.3 CONSTITUTION OF THE BOARD

- 4.3.1 Where all Units are owned by fewer than two (2) persons, then the Board shall consist of one person appointed by the Developer, otherwise the Board shall consist of not less than 3 and not more than 7 persons and shall be elected at each Annual General Meeting. Members may also be elected at a

special meeting if a full Board is not elected at the Annual General Meeting. Neither the minimum nor the maximum number of members of the Board shall be varied except by Special Resolution.

#### **4.4 ELECTIONS/QUALIFICATIONS**

- 4.4.1 Ownership of a Unit is not necessary for election to and membership on the Board.
- 4.4.2 No more than 2 registered Mortgagees or their representatives may be members of the Board at any one time, and at least two thirds (2/3) of the membership of the Board shall be Unit Owners.
- 4.4.3 Only one representative of a Unit may sit on the Board at any given time.
- 4.4.4 Any person who has attained the age of majority shall be eligible for nomination and election to the Board, provided that any Owner who is indebted to the Corporation for any obligations, including any monetary sanctions or Contributions which are more than 60 days in arrears shall not be eligible for election to or membership on the Board.
- 4.4.5 All Board nominees shall make full disclosure of any direct or indirect relationships to the Corporation such as a private company, public company, partnership or proprietorship employed by the Corporation, or any pecuniary interest not mentioned or any other relationship that may pose a potential conflict of interest.
- 4.4.6 At any election of the Board each person entitled to vote shall be entitled to vote for as many nominees as there are vacancies to be filled on the Board. Voters may vote for fewer nominees than the vacancies available, but may only vote once per nominee.
- 4.4.7 Where the number of nominees is equal to or less than the number of vacancies on the Board, the nominees are elected by acclamation, and no voting is required.

#### **4.5 TERMS OF OFFICE**

- 4.5.1 In order to ensure some continuity in the Board's affairs, Board members are elected for a 2-year term. In other words, Board members elected at an Annual General Meeting hold office until the conclusion of the Annual General Meeting held in the second year after the year he or she was elected to the Board.

#### **4.6 REMOVAL OR DISQUALIFICATION FROM THE BOARD**

- 4.6.1 The Corporation may on an Ordinary Resolution, at a properly convened special general meeting of the Corporation, remove any member(s) of the Board before the expiration of their term of office and may, on Ordinary Resolution, appoint another qualified person(s) in their place to hold office until the next Annual General Meeting, provided notice of the intent to put forth the motion to remove any or all members of the Board was duly announced in the notice of the meeting.
- 4.6.2 The office of a member of the Board shall immediately be vacated if the Board member:
  - (a.) becomes bankrupt under the Bankruptcy and Insolvency Act (Canada) or any similar legislation or any act passed in substitution therefor;

- (b.) in the case of an Owner, is more than 60 days in arrears in payment of any monies due to the Corporation (including, without limitation, Contributions and monetary sanctions) and it is resolved at a Board meeting that their office be vacated;
- (c.) is more than 60 days in default of a judgment by a court of any money owing to the Corporation;
- (d.) becomes of unsound mind or mentally incompetent, or is the subject of a certificate of incapacity issued under the Mental Health Act or an order of guardianship or trusteeship under the Adult Guardianship and Trusteeship Act or any act passed in substitution therefor;
- (e.) is convicted of an indictable offence for which the member is liable to imprisonment for a term of not less than 2 years;
- (f.) resigns their office by serving notice in writing on the Corporation left at the registered address of the Corporation or delivered to another member of the Board;
- (g.) is absent from 3 consecutive meetings of the Board, without permission of the Board, and it is resolved at the subsequent meeting of the Board that their office be vacated;
- (h.) is denied director's liability insurance or is refused bonding, at a reasonable premium, by a recognized bonding institution;
- (i.) is the representative of a corporate Owner of a Unit and such corporate Owner becomes insolvent or is more than 60 days in arrears for the payment of any monies due to the Corporation (including, without limitation, Contributions and monetary sanctions) required to be made by it as an Owner or makes an assignment for the benefit of its creditors or if proceedings are commenced to wind up such corporate Owner (other than for the purpose of amalgamation);
- (j.) commences any legal proceedings against the Corporation or any Board member for issues relating to dealings with the Corporation; or
- (k.) dies.

4.6.3 Upon a person ceasing to be a member of the Board, that person shall immediately return to the Corporation all property of the Corporation, including without limitation, any books, keys, papers, records or equipment.

## **4.7 CASUAL VACANCY**

Where a vacancy occurs on the Board, the Board may appoint a person to fill that vacancy for the remainder of the former member's term, provided such a person qualifies for membership pursuant to Bylaw 4.4.

## **4.8 QUORUM OF THE BOARD/VOTING**

- 4.8.1 Except where there is only one person on the Board, in which case quorum will be one Board member, a quorum at a meeting of the Board shall be:
- (a.) 2 members where the Board consists of 3 or 4 members;
  - (b.) 3 members where the Board consists of 5 or 6 members; or
  - (c.) 4 members where the Board consists of 7 members.
- 4.8.2 Any member of the Board may waive notice of a meeting before, during or after the meeting and such waiver shall be deemed the equivalent of notice of the meeting.
- 4.8.3 At meetings of the Board, all matters shall be determined by majority vote and, in the event of a tie vote, the Chair is entitled to a casting vote in addition to their original vote.
- 4.8.4 A resolution of the Board in writing signed by or agreed to by electronic mail (email) by a majority of the members of the Board shall have the same effect as a resolution passed at a meeting of the Board duly convened and held. Such resolution may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original, electronic (PDF) or faxed form.
- 4.8.5 Where a member of the Board has a material interest in any agreement, arrangement or transaction to which the Corporation is or is to become a party, that member shall:
- (a.) declare to the Board that member's interest in the agreement, arrangement or transaction;
  - (b.) not vote in any matter respecting that agreement, arrangement or transaction; and
  - (c.) not be counted when determining whether a quorum exists when a vote or other action is taken in respect of the agreement, arrangement or transaction.
- 4.8.6 Bylaw 4.8.5 does not apply to an agreement, arrangement or transaction in which a Board member has a material interest if that material interest exists only by virtue of the Board member owning a Unit.

## **4.9 CHAIR OF THE BOARD**

The President, and in their absence, the Vice-president, shall act as Chair of the Board meetings. Should both the President and Vice-president be absent, then at the commencement of the meeting the Board shall elect a Chair for the meeting. If any Chair vacates the chair during the course of the meeting, the Board shall elect another Chair.

## **4.10 OFFICERS OF THE BOARD**

At the first meeting of the Board held after each Annual General Meeting of the Corporation, the Board shall elect from its members a President, Vice-President, Secretary and Treasurer of the Corporation. The persons who are elected President and Vice-President shall not be elected as Secretary or Treasurer. The positions of Secretary and Treasurer may be combined and held by one person. A person ceases to be an officer of the Corporation if they cease to be a member of the Board. Where a person ceases to be an officer of the Corporation, the Board shall designate from its members a person to fill that office for the remainder of the term.

## **4.11 DUTIES OF THE OFFICERS**

The following duties are assigned to the officers, however, the Board may make other allocations as it thinks fit.

4.11.1 The President, or in the event of their absence or disability, the Vice-President:

- (a.) is responsible for the daily execution of the business of the Corporation;
- (b.) shall act as Chair of the meetings of the Board;
- (c.) shall prepare an annual report respecting the Reserve Fund in accordance with Bylaw 4.2.6 to be presented to the Owners in accordance with the timelines provided in Bylaw 4.2.6.

4.11.2 The Secretary, or in the event of their absence or disability, another member of the Board designated by the Board:

- (a.) shall record and maintain all the minutes of the Board and all meetings of the Corporation;
- (b.) shall record votes for and against on decisions when requested by any member;
- (c.) is responsible for all the correspondence of the Corporation;
- (d.) shall carry out their duties under the direction of the Board;
- (e.) shall keep an up-to-date list of all Owners entitled to vote (on title).

4.11.3 The Treasurer, or, in the event of their absence or disability, another member of the Board designated by the Board, shall:

- (a.) receive or arrange for the receipt of any monies paid to the Corporation and deposit such monies as the Board may direct, provided that all monies shall be deposited within 3 banking days of receipt;
- (b.) properly account for the funds of the Corporation and keep such books as the Board may direct;
- (c.) keep detailed accurate records in chronological order of the receipts and expenditures affecting the Common Property, specifying and itemizing the maintenance incurred;

- (d.) present to the Board, when required to do so by the Board, a full detailed account of receipts and disbursements of the Corporation;
- (e.) on written request of an Owner, shall within 10 days make available for examination by an Owner the receipts and expenditures affecting the Common Property, under the supervision by a Board member or such other person or persons as the Board may designate, at a mutually convenient time;
- (f.) prepare for submission to the Owners budgets for the forthcoming fiscal year of the Corporation;
- (g.) prepare for submission to the Owners prior to the Annual General Meeting, a financial statement for the most recently completed fiscal year, and if required by Ordinary Resolution of the members of the Corporation, an audited statement for the most recently completed fiscal year of the Corporation.

4.11.4 The Secretary or Treasurer may, on resolution of the Board, allow the Manager to carry out their duties provided that the Secretary or Treasurer, as the case may be, supervises those duties of the Manager.

## **4.12 VALIDITY OF BOARD AND BOARD MEETINGS**

All meetings called in good faith by the Board and all business conducted at such meetings are valid, notwithstanding that there was some defect in the calling of the meeting, the procedure at the meeting, the appointment or continuance in office of any Board member or other such procedural irregularities. Such irregularities shall not render the meeting or business invalid but rather the meeting and the business conducted at the meeting shall be as valid as if the defect had not occurred.

# **5 MEETINGS OF THE CORPORATION (THE OWNERS)**

## **5.1 GENERAL RULES**

- 5.1.1 All meetings of the Corporation shall be conducted according to Robert's Rules of Order Newly Revised, to the extent that it is consistent with these Bylaws.
- 5.1.2 All meetings of the Corporation, other than Annual General Meetings, shall be called special general meetings.
- 5.1.3 All meetings of the Corporation shall be held in the Municipality, unless the Board agrees, by resolution, to hold the meetings in another location.
- 5.1.4 The Board will convene Annual General Meetings of the Corporation as and whenever required by the provisions of the Act and these Bylaws, but must convene an Annual General Meeting at least once each calendar year and with no more than 15 months elapsing between successive meetings.

- 5.1.5 The Board may, whenever it thinks fit, convene a special general meeting. The Board shall convene a special general meeting upon a requisition in writing made by persons entitled to vote representing at least 15% of all Unit Factors; such meeting to be held within 30 days and notice of the meeting must specify the nature of the specific business to be conducted and the proposed wording of any resolution to be put forward for a vote, if applicable.

## **5.2 NOTICE OF MEETING**

- 5.2.1 At least 14 days' notice of every meeting of the Corporation shall be given to all Owners and registered Mortgagees (who have notified the Corporation of its interests). The notice of meeting shall specify the place, the date and the hour of meeting, agenda for the meeting, and, in the case of special business to be considered, the proposed wording of any resolution to be put forward for a vote and the general nature of that business.
- 5.2.2 The Corporation shall distribute to each Owner and Mortgagee (who has notified the Corporation of its interests), at least 14 days prior to each Annual General Meeting, copies of the following: annual financial statements, annual reserve fund report, and the annual budget.
- 5.2.3 Accidental omission to give notice to any Owner or to any Mortgagee or non-receipt of notice by any Owner or Mortgagee does not invalidate any proceedings at any such meeting.
- 5.2.4 Within 60 days after an Annual General Meeting, the Corporation shall provide to each Owner and Mortgagee (who has notified the Corporation of its interests) a copy of the draft minutes of the Annual General Meeting (or approved minutes, if available).

## **5.3 PROXIES**

- 5.3.1 Every Owner or Mortgagee entitled to vote at a meeting of the Corporation may appoint a proxy, who need not be an Owner or Mortgagee, to attend and act at any such meeting, in the same manner, to the same extent and with the same powers as if the Owner or Mortgagee were present at the meeting. The individual appointed as the proxy must meet the eligibility requirements of the Act and Regulation, including, without limitation, Section 31.2.
- 5.3.2 The form of proxy must be in writing (in hard copy or electronic format) and comply with the requirements of the Act and Regulation. The proxy form shall include the name and unit number of the Owner or Mortgagee giving the proxy, the name of the individual to whom the proxy is given, the date the proxy is given, and the signature of the Owner or Mortgagee giving the proxy, or in the case of an Owner or Mortgagee that is not an individual, the signature of a person authorized to sign for that Owner or Mortgagee.
- 5.3.3 A proxy may be general or for a particular meeting or restricted to a particular purpose. The Chair of the meeting shall rule on the validity of any proxy.
- 5.3.4 A proxy shall expire on the earliest of:
- (a.) the expiry date set out on the proxy;
  - (b.) 6 months from the date on which the proxy was given; or

- (c.) the date on which the person who gave the proxy ceases to be an Owner or Mortgagee of the Unit in respect of which the proxy was given.

## **5.4 QUORUM AND ADJOURNMENT FOR LACK OF QUORUM**

- 5.4.1 Except as otherwise provided in these Bylaws, no business shall be transacted at any meeting of the Corporation unless a quorum of persons is present at the time when the meeting proceeds to do business.
- 5.4.2 A quorum at any meeting of the Corporation shall consist of persons present in person or by proxy, representing no less than one-quarter (1/4) of all persons eligible to vote.
- 5.4.3 The meeting shall stand recessed for 30 minutes if at the time appointed for a properly convened meeting of the Corporation, a quorum is not present. If after the 30 minute recess a quorum is not present, then those persons entitled to vote who are present shall constitute a quorum.

## **5.5 ORDER OF BUSINESS AT A CORPORATION MEETING**

The business at any properly convened general meeting of the Corporation, unless altered or amended by a majority of those in attendance and who are entitled to vote, shall be as follows:

- (a) Election of Chair, if necessary;
- (b) Call to order by the Chair;
- (c) Call the Roll and certify proxies/establishment of quorum;
- (d) Approval of attendance of guests;
- (e) Proof of Notice of Meeting or waiver of notice;
- (f) Reading and disposal of any unapproved minutes;
- (g) Reports of Officers;
- (h) Reports of Committees;
- (i) Financial Report and Appointment of Auditors or Audit Committee (if necessary);
- (j) Reserve Fund Report;
- (k) Unfinished Business;
- (l) New Business;
- (m) Election of members of the Board; and
- (n) Adjournment.

## **5.6 CHAIR OF GENERAL MEETING**

The President of the Board shall be the Chair for general meetings, and in their absence, the Vice-President of the Board or a nominee approved by the Board will act as Chair provided always that if the President, Vice-President or Board nominee are absent or unable for whatever reason to act as Chair, the meeting shall elect a Chair.

## **5.7 APPROVAL OF GUESTS**

Attendance at meetings of the Corporation of any person not on title to a Unit, or not in possession of a Proxy, shall be only on the approval by Ordinary Resolution of the Corporation except for the attendance

of the Manager or an accountant, engineer, or lawyer retained by the Corporation or Board or other professional providing services to the Corporation that is requested to attend the meeting by and at the discretion of the Board.

## **5.8 VOTING AT MEETINGS**

5.8.1 At any meeting of the Corporation a resolution moved or proposed shall be decided on a show of hands unless a poll is demanded by a person entitled to vote present or by proxy. Unless a poll is so demanded for any Ordinary Resolution, a declaration by the Chair that a resolution has on a show of hands, been carried or defeated, is conclusive proof of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution. If a person demands a poll, that person may withdraw that demand and, upon the demand being withdrawn, the vote shall be taken by a show of hands.

5.8.2 All matters to be determined by an Ordinary Resolution shall be determined by a majority vote.

5.8.3 An Owner has the right to vote with respect to each Unit owned by them and, where required, the right to vote the Unit Factors for each Unit owned.

### **5.8.4 METHOD OF TAKING A POLL**

A poll, if demanded, shall be taken in such a manner as the Chair thinks fair and the result of the poll shall be deemed to be the resolution of the motion for which the poll was demanded.

### **5.8.5 EQUALITY OF VOTES**

In the case of equality in the votes, whether on a show of hands or on a poll, the Chair shall not have a casting vote and the resolution or motion shall be defeated.

### **5.8.6 MANNER OF VOTING**

On a show of hands or on a poll, votes may be given either personally or by proxy, and on a show of hands, the person entitled to vote may indicate that they are showing hands with respect to a number of votes, provided that their proxy is in order if they are voting as proxy, and the votes shall be so counted.

### **5.8.7 SUCCESSIVE INTERESTS**

(a.) Where an Owner's interest in a Unit is subject to a registered mortgage the right of voting conferred upon such Owner by the Act or by these Bylaws may be exercised as follows:

- i.) first, by the Mortgagee, if any, that is first entitled in priority if that Mortgagee has notified the Corporation (at the Corporation's address for service) of the mortgage in writing and is present at the meeting at which the vote is being conducted;
- ii.) second, by the Owner; and

- iii.) third and subsequently, in order of their priority amongst themselves by any other Mortgagees who are subsequent in priority to the Mortgagee referred to in (i) above, if the subsequent Mortgagee wishing to exercise the power of voting has notified the Corporation (at the Corporation's address for service) of the mortgage in writing and is present at the meeting at which the vote is conducted.

- (b.) Where Owners are entitled to successive interests in a Unit, the Owner entitled to the first interest is alone entitled to vote, whether on a show of hands or a poll.

#### 5.8.8 ENTITLEMENT TO VOTE

There are no restrictions or limitations on the right to vote other than the following:

- (a.) such restrictions that are set out in the Act, Regulation or these Bylaws;
- (b.) no Owner or Mortgagee (or their respective proxies, if any) shall be entitled to vote at any Corporation meeting (annual or special) if, on the day prior to the meeting, the Owner is in arrears of any sums payable to the Corporation for more than 30 days (including, without limitation, Contributions or judgments owed to the Corporation).
- (c.) The presence of any defaulting Owner, their proxy or eligible Mortgagee, shall be included in the count for quorum pursuant to Bylaw 5.4.2.

#### 5.8.9 VOTE BY CO-OWNERS

Only one co-owner or proxy per Unit is entitled to vote on a show of hands. Where a Unit is owned by 2 or more Owners and more than one Owner attends the meeting or provides a proxy, and the co-owners (or their proxies) do not agree on the vote, then they may demand a poll vote and then each co-owner's vote and associated Unit Factor votes are to be divided among the co-owners on the basis of their respective ownership shares in the Unit.

#### 5.8.10 TRUSTEE VOTE

Where an Owner is a trustee, they shall exercise the voting rights in respect of the Unit to the exclusion of persons beneficially interested in the trust who may not vote.

#### 5.8.11 COMPANY REPRESENTATIVES

A company owning a Unit may, by proxy, power of attorney, or resolution of its directors, appoint such person as it thinks fit to act as its representative and to attend meetings of the Corporation and vote at such meetings on behalf of the company. The representative shall only be entitled to so act if written notice accompanied by the proxy, power of attorney or resolution of the directors of the company, has been given to the Corporation.

#### 5.8.12 CORPORATION OWNED UNITS

For the purposes of conducting a vote, a Unit owned by the Corporation is not considered a Unit for which the Owner has a right to vote. The total Unit Factors and total number of Units owned by the Corporation shall be deducted and not considered when determining if the requisite number of Unit Factors or Units have voted in favour of or against a resolution.

#### 5.8.13 WRITTEN RESOLUTIONS OF THE OWNERS

- (a.) Subject to the provisions of the Act and these Bylaws, any resolution of the Corporation determined upon or made without a meeting and evidenced by writing (including an electronic copy) and signed in person or by proxy as contemplated in these Bylaws shall be as valid and binding as a resolution duly passed at a properly convened meeting of the Corporation and shall take effect and be an Ordinary Resolution or Special Resolution, as the case may be, in accordance with the requirements of these Bylaws, the Act and Regulation.
- (b.) Any written resolution made without a meeting shall be only at the call of the Board.
- (c.) Any written resolution may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original, electronic (i.e. PDF, TIF, jpeg) or faxed form.

#### 5.8.14 RECORDS OF VOTES IN MEETING MINUTES

The results of any vote held at a general meeting must be recorded in the minutes as follows:

- (a.) for a Special Resolution, the minutes must include the number of votes in respect of persons entitled to vote, who voted in favour of, and opposed to, the Special Resolution along with the Unit Factors represented by such persons;
- (b.) for an Ordinary Resolution voted on by a show of hands, the minutes must include the results of the vote;
- (c.) for an Ordinary Resolution voted on by a poll vote, the minutes must include the number of persons entitled to exercise the power of voting who voted in favour of, or opposed to, the resolution along with the number of Unit Factors represented by such persons voting in favour of, or opposed to the resolution;
- (d.) for an election of board members determined by a vote, the minutes must include the number of votes in favour of each candidate.

### **5.9 ELECTRONIC VOTING AT MEETINGS OF THE BOARD OR CORPORATION**

5.9.1 For this Bylaw 5.9, “Electronic Means” shall have the meaning as defined in the Act.

- 5.9.2 At any meeting of the Board or Corporation, voting may, at the sole and unfettered discretion of the Board, be conducted by Electronic Means or as otherwise determined by the Board from time to time.
- 5.9.3 Evidence of the votes shall be retained by the Corporation for 3 years or in accordance with the Act and Regulation.
- 5.9.4 Meetings that are not held entirely by Electronic Means shall be held in the Municipality unless an Ordinary Resolution to hold the meetings in another location is passed at a meeting of the Corporation.

## **6 INSURANCE**

### **6.1 UNIT OWNERS**

- 6.1.1 Each Owner shall carry insurance on their Unit as permitted by the Act, provided that the liability of the insurers providing the insurance obtained by the Corporation shall not be affected or diminished by reason of insurance carried by an Owner.
- 6.1.2 Each Owner must obtain and maintain the following insurance:
- (a.) “All Risks” (as generally understood in the insurance business) property insurance, including coverage for water damage, for all betterments, upgrades and improvements to the Unit, all items beyond the Standard Insurable Unit Description, and all personal property of the Owner or Occupants within the Unit; and
  - (b.) coverage for the Corporation’s insurance deductible, to cover the assessment of a deductible under the Corporation’s insurance policy against the Owner as a Unit Charge (Contribution) as contemplated in Bylaw 6.2.7 and the Regulation.
- 6.1.3 Upon request, the Owner must provide confirmation of insurance coverage to the Board, including a binder letter and a certificate of insurance from their insurance provider evidencing the Corporation as a certificate holder.
- 6.1.4 If a Unit is rented to Tenants, then the Unit Owner is responsible to ensure that a tenant insurance policy is in place, and any losses incurred by the Corporation in respect of insurance claims by Tenants shall be borne by the Owner, except as prohibited by law. If a Unit is rented to a Tenant the Owner of such Unit must maintain rental interruption insurance.
- 6.1.5 An Owner, Tenant or Occupant of a Unit shall not require the Corporation or its Board members, officers, agents or employees to repair any damage to any contents, personal property, or improvements within or to the Unit however caused.
- 6.1.6 In no event shall the insurance coverage obtained and maintained by the Corporation be brought into contribution with insurance purchased by an Owner, Tenant or Mortgagee.

- 6.1.7 Nothing in these Bylaws shall restrict the right of any Owner to obtain and maintain insurance of any kind in respect of the ownership, use or occupation of their Unit and their personal liability as permitted by the Act or otherwise permitted by law.

## **6.2 CORPORATION**

- 6.2.1 The Board shall at all times keep and maintain in force all insurance stipulated in these Bylaws and by the Act and Regulation, to be maintained by the Corporation and from time to time settle and enter into insurance trust agreements as required by the Corporation.

### **6.2.2 POLICY REQUIREMENTS**

All policies of insurance shall, if available:

- (a.) contain waivers by the insurers of invalidity arising from any acts or omissions of the insured and of any rights of subrogation against the Corporation and the Owners (and if residents of an Owner's household, their spouse and relatives and any other person in the care of an Owner or their spouse or any guests or occupants of a Unit) or any of them, except with respect to arson, fraud and vehicle impact;
- (b.) provide that such policies may not be cancelled or substantially modified without at least 30 days prior written notice to all of the Owners and the Corporation including all registered Mortgagees who have provided written notice of their mortgages to the Corporation;
- (c.) provide that no breach of any statutory condition or other condition of any policy by any Unit Owner or the Corporation shall invalidate the insurance or forfeit the insurance and in the event of breach or omission by any Unit Owner or the Corporation the insurance may only be subject to forfeiture for breach of condition insofar as the separate interest of the person or parties in breach are concerned;
- (d.) contain a cross liability clause whereby the insurance indemnifies each insured as if a separate policy had been issued to each, subject to the limit of insurance indemnity otherwise applicable not being affected;
- (e.) authorize the Corporation to designate an Insurance Trustee to act as and be an agent on behalf of the Corporation and Owners for the purpose of and with authority to adjust and settle losses in respect of all property and boiler and machinery insurance policies effected by the Corporation; and
- (f.) provide that the Corporation (or, if so designated, the Insurance Trustee) shall have the right at its sole option to obtain a cash settlement (without deduction for depreciation) in the event of substantial damage to the property insured. This shall occur if the Corporation is terminated by Special Resolution of the Corporation or by order of a Court having jurisdiction to settle a scheme or to terminate the condominium status of the building or Parcel. In such instance, the insurer's option to repair, rebuild or replace the property damaged or loss shall be deleted or waived.

## 6.2.3 COVERAGE

### 6.2.3.1 Property

- (a.) The Board, on behalf of the Corporation, shall obtain and maintain insurance as required by the Act and the Regulation and on all of the Units, and on all the insurable Common Property and all insurable property both real and personal of any nature whatsoever of the Corporation, which coverage provides for the settlement to the full replacement value thereof, without deduction for depreciation. For greater certainty, in regards to insuring the Units, the Corporation's insurance shall cover each Unit for the Standard Insurable Unit Description fixtures and finishings and will not be required to insure betterments, improvements, upgrades, personal property, or property brought into or installed in the Unit by current or previous Owners or Occupants. For Parking Units, the Corporation's insurance shall cover the replacement value of the Parking Units as such Units were typically provided to purchasers by the Developer. Without restricting the generality of the foregoing such insurance shall provide and include the following:

- i.) Fire;
- ii.) Leakage from fire protective equipment;
- iii.) Lightning;
- iv.) Smoke;
- v.) Windstorm;
- vi.) Hail;
- vii.) Explosion of natural, coal or manufactured gas;
- viii.) Water damage caused by flood, where it is available;
- ix.) Water damage caused by sewer back-up or the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler or air conditioning system or a domestic appliance that is located within an insured building;
- x.) Impact by aircraft, spacecraft, watercraft and land vehicles;
- xi.) Riot, vandalism or malicious acts, other than vandalism or a malicious act caused by an Owner to the Unit the Owner owns or by an Occupant or Tenant to the unit that the Occupant or Tenant occupies; and
- xii.) Such other perils insured against shall be "All Risks" (as generally understood in the insurance business) of physical loss or damage and such

other perils as from time to time the Board shall deem advisable or as may be determined by Ordinary Resolution.

- (b.) Coverage must provide for settlement to the full replacement value without deduction for depreciation for all buildings and other fixed improvements comprising Common Property and all chattels and other property belonging to the Corporation or forming part of the Common Property.
- (c.) Coverage must include adequate coverage for boiler insurance or pressure vessels and equipment breakdown insurance, if boilers or pressure vessels exist.

#### 6.2.3.2 Directors and Officers Liability Insurance

- (a.) The Board, on behalf of the Corporation, shall obtain and maintain insurance protecting the members of the Board and its officers or any committees established by the Board for the following;
  - i.) claims incurred by any Board member or officer arising out of any action or omission by any Board member or officer; and
  - ii.) liability incurred by the Corporation arising out of an action or omission of a Board member or an officer of the Corporation with respect to carrying out the functions and duties of a Board member or officer.

#### 6.2.3.3 Public Liability Insurance

- (a.) The Board, on behalf of the Corporation, shall obtain and maintain insurance insuring the Corporation and the Board against their liability for bodily injury, death and damage to property, to third parties or to the Owners and their invitees, licensees or tenants, incidental to the enforcement of Bylaws and the control, management and administration of the Corporation's real and personal property and the Common Property. The Board shall also secure coverage for:
  - i.) liability incurred by the Corporation arising out of a breach of duty as the occupier of the Common Property; and
  - ii.) liability incurred by the Corporation arising out of the ownership, use or operation of any machinery, equipment, pressure vessels and vehicles.
- (b.) Limits of liability under such insurance shall not be less than \$2,000,000 for any one person injured or for any one accident and shall not be less than \$2,000,000 for property damage per occurrence.
- (c.) The limits and coverage of such insurance shall be reviewed at least annually by the Board and increased in its discretion.

- (d.) All policies of insurance shall include as insureds the Corporation, the Board and members of the Board while acting within the scope of their duties as such, and any Owners while acting on behalf of the Board, and the Insurance Trustee, if one exists.
- (e.) Such insurance shall include a cross liability clause whereby the insurance indemnifies each insured as if a separate policy had been issued to each, subject to the limit of insurance indemnity otherwise applicable not being affected.

#### 6.2.4 NOTICE OF INSURANCE

The Corporation shall provide all Owners with notification of all changes to the insurance policies maintained by the Corporation as required under Section 48 of the Act, as well as those additional insurance matters and documents as prescribed in Section 62.1 of the Regulation, including any changes to the Standard Insurable Unit Description.

#### 6.2.5 CO-INSURANCE

Any co-insurance clause shall be on a stated amount basis (and not on any other basis) and only in such a fashion as to not diminish the amount of any claim settlement.

#### 6.2.6 REPAIR OF INSURABLE LOSS AND UNINSURABLE LOSS

- (a.) In the event of any damage to property that is required to be covered by the Corporation's insurance policy by the Act, Regulation, or these Bylaws, and where such insurance proceeds are actually received, the Corporation shall make repairs or arrange for and supervise the repairs to a Unit and its fixtures and finishings to the Standard Insurable Unit Description, or such lesser standard as provided for in the Act or Regulation, as may be applicable.
- (b.) In the event where damage is in respect of property that: i) the Corporation is not required to insure; or ii) is covered by the Owner's insurance (or which would have been covered by the Owner's insurance, if the Owner had in place the insurance policies they were required to maintain under these Bylaws) (hereafter collectively referred to as the "Owner's Loss"), the Board, in its sole discretion, will determine whether the Corporation or the Owner will be responsible for making, arranging or supervising repairs to a Unit. For clarity, the Corporation will not be responsible for the costs of any such repairs. Notwithstanding the generality of the foregoing, the Corporation shall always have the right to repair a Unit where it is permitted to do so under the Act and Regulation, including Section 62.3 of the Regulation. To the extent the Corporation repairs any loss to a Unit that is an Owner's Loss, it may charge the costs of the same as a Unit Charge against the Owner's Unit.
- (c.) Each Owner is and shall be responsible for, at their own cost and expense, the following:
  - i.) the repair and replacement and the costs of repair and replacement of any Owner's Loss or damage to the Owner's Unit including all contents, improvements or upgrades thereto, or other Units or Common Property

that is not an insured loss under the Corporation's insurance or to the extent such loss or damage exceeds the limits of insurance placed by the Corporation; and

- ii.) in the event of a loss or damage which renders their Unit uninhabitable, any additional living expenses or loss of rent they may incur.

#### 6.2.7 DEDUCTIBLE

In the event that a loss arises that is or would be covered by a policy of insurance maintained by the Corporation and the cause of the loss or damage originates in or from the Owner's Unit or an Exclusive Use Area assigned to the Owner, then, regardless of whether the Corporation elects to make a claim under its insurance policy, the Owner shall be absolutely liable to the Corporation for the lower of the applicable deductible under the Corporation's insurance policy or the value of the damage so caused, up to the maximum permitted under the Regulation (currently \$50,000) and subject to the limitations as set out in the Act. Such amount shall be charged as a Unit Charge against the Owner's Unit and enforced as a Contribution in arrears. Nothing in this Bylaw shall be construed as a limitation on any additional legal right or remedy the Corporation may have at law against a person who is responsible for damage to property on the Parcel.

#### 6.2.8 NOTIFICATION

The Corporation shall immediately upon the occurrence of any substantial damage to any of the improvements forming part of the Common Property, notify by recorded mail (as defined in the Act) all of the Owner(s) and Mortgagee(s) (who have notified the Corporation of their interest) of the Units affected by such damage.

#### 6.2.9 INSURANCE TRUSTEE

- (a.) In the event an Insurance Trustee exists, the Board, on behalf of the Corporation, shall cause a separate loss payable endorsement to be issued pursuant to these Bylaws in favour of the Insurance Trustee. In the event there is no Insurance Trustee appointed then the Insurance Trustee shall be deemed to be the Corporation and the words "Insurance Trustee" shall be read as if the word "Corporation" was in its place.
- (b.) Subject to the provision of the Act, which shall govern in all circumstances, insurance proceeds realized under any policy of insurance obtained and maintained by the Corporation and insuring against fire and any other supplemental perils shall be paid as follows:
  - i.) if the proceeds are less than \$50,000, to the Corporation which shall apply such proceeds to the repair and restoration of the damage or loss; and
  - ii.) if the proceeds are equal to or in the excess of \$50,000, to the Insurance Trustee who shall apply such proceeds to the repair and restoration of the damage or loss (save as hereinafter provided).

#### 6.2.10 SETTLEMENT SCHEME

- (a.) In the event that it is resolved by Special Resolution or is ordered by a Court under the Act that the Corporation not repair or restore the damage or that the Corporation be terminated as to some or all Units, then the Insurance Trustee shall firstly apportion the proceeds between all those Owners whose Units or Common Property interests (or both) are affected by the loss or damage and the Corporation (as their interests may appear) and secondary shall pay such proceeds as follows:
  - i.) firstly, to the Mortgagees of all Units that are affected by the damage as their interest may appear and to the extent the loss is apportioned to the respective Units (the Mortgagees' priorities to accord with their priorities as encumbrances against the respective Units); and
  - ii.) secondly, to the Owners of all the Units that are affected by the damage to the extent of the loss apportioned to each and to the Corporation to the extent of the loss apportioned to it, as their interests may appear.
- (b.) In making any apportionment hereunder, the Insurance Trustee shall have regard to the interest of all Owners, Mortgagees, and the Corporation, and shall make a just and equitable apportionment.
- (c.) Any apportionment proposed by the Insurance Trustee shall be first notified to the Corporation, all Owners and Mortgagees (whose mortgages are registered at the Land Titles Office or who have notified the Corporation of their interests).
- (d.) No distribution of proceeds shall be made until the expiry of 30 days after the last of such parties has been notified. Any notice under this Bylaw 6.2.10 that is given by mail shall be given by recorded mail.
- (e.) If any such parties shall dispute the apportionment made by the Insurance Trustee then such party must notify the Insurance Trustee in writing within 30 days of their receipt of notice as aforesaid. If no party disputes the proposed distribution, the Insurance Trustee may proceed with the distribution as proposed. If any party provides notice disputing the proposed distribution, then the Insurance Trustee shall refer the matter to the Court authorized to deal with schemes and terminations under Sections 59 to 64 of the Act and the distribution shall be settled and determined by such Court on such terms and conditions as it may deem just and equitable.

#### 6.2.11 INSURANCE APPRAISAL

The Board shall obtain an annual appraisal from a qualified and reputable appraiser of real property, of the full replacement value of the buildings and other items the Corporation is to insure including all of the Units to the Standard Insurable Unit Description, all Common Property, and all property of the Corporation, and the Board shall review the insurance coverage and maintain it at the levels required by these Bylaws and

suggested by the said appraisals, provided that failure to obtain a prior or any appraisal shall not invalidate or affect any insurance coverage placed by the Corporation.

### **6.3 PERSONAL PROPERTY AND INJURY**

6.3.1 The Corporation or its Board members, officers, agents or employees will not be responsible to any Owner, Tenant or Occupant of a Unit or third party for any injury, death, damage or loss whatsoever caused by or to the person or property, including but not limited to:

- (a.) the Parking Units and any parking areas and storage areas provided on the Common Property;
- (b.) any part of the Common Property designated for the exclusive use and enjoyment of any Owner, Tenant or Occupant and the community gardens;
- (c.) any contents, personal property, or improvements in or to any Unit or stored on Common Property; or
- (d.) any personal injury occurring on the Common Property, the Parcel or any improvements on it.

## **7 RESTRICTIONS TO THE PARCEL**

### **7.1 PURPOSE IN RESTRICTING USE OF THE PARCEL**

The restrictions in use have the following purposes:

- (a) to provide for the health and safety of all Occupants;
- (b) to maintain the Common Property and Units in such a manner as to preserve property values;
- (c) to provide for the peace, comfort and convenience of the Owners and Occupants; and
- (d) to develop a sense of community.

### **7.2 GENERAL RESTRICTIONS**

The following restrictions apply to the whole development, including the Units, Exclusive Use Areas and Common Property, where applicable.

#### **7.2.1 AIR CONDITIONING**

No Owner shall install an air conditioner in his Unit unless he has received the prior written consent of the Board. Permission granted may be revoked at any time if the Board, in its sole discretion, determines that the air conditioner is causing a disturbance to other occupants, poses a safety concern, is damaging the Common Property or is aesthetically displeasing when viewed from the outside of the Unit.

## 7.2.2 ANIMALS

- (a.) No animal (also referred to as a “pet”) of any kind shall be kept in any Residential Unit or other Unit unless approved in writing by the Board, which approval the Board may on reasonable grounds withhold, and may, if given, be withdrawn upon breach of the Act or the Bylaws by the Owner or the pet, at any time on 15 days’ notice. Notwithstanding the generality of the foregoing:
  - i.) upon Board approval, Owners or Occupants may generally have a maximum of 2 pets, excluding fish contained in an aquarium, but the Board may approve an Owner or Occupant to have more than 2 pets in its sole discretion;
  - ii.) no pet shall be permitted that is more than 45 pounds in weight and 16 inches in height at the shoulder when fully grown;
  - iii.) no Owner or Occupant shall keep (as a pet or otherwise) exotic animals, reptiles (including but not limited to rats, snakes, lizards, spiders and turtles), farm animals (including but not limited to chickens and pigs), bees, and any other animal that requires live bait.
- (b.) Notwithstanding any other provision of these Bylaws, the Board shall grant approval for an Owner or Occupant to keep a certified service dog required by them to assist with the needs of daily living. The Owner or Occupant of such service dog shall provide all reasonable documentation requested by the Board with respect to the certification of such animal and substantiating the medical need for the same.
- (c.) All pets must be licensed if required by the local Municipality. Upon request, the Owners shall provide certification of licenses and vaccinations to the Board.
- (d.) No Owner shall feed any animals or wildlife, including squirrels, pigeons, gulls or other birds from the windows or doors of their Residential Unit, or anywhere in close proximity to the Units.
- (e.) A completed copy of the Corporation’s “Pet Registration Form” and a description of the pet including the type, breed, colour, sex, name, and picture of the pet, shall be provided to the Board with the Owner’s or Occupant’s request for approval.
- (f.) If the Board, in its sole discretion, deems any pet whatsoever to be causing an unreasonable disturbance to other Owners or Occupants or to be a hazard to or harmful to any Common Property or to other Owners or Occupants, then the Board may give notice to the Owner or the Occupant of the Residential Unit in which such pet is kept that such pet must be removed from the Parcel and such Owner or Occupant shall remove or cause to be removed such pet from their Residential Unit within 15 days’ of the notice and such pet shall thereafter not be kept in that Residential Unit, the Common Property or anywhere on the Parcel at any time.

- (g.) Any and all pets must be leashed or caged when on the Common Property.
- (h.) No pet of any kind shall be kept, defecate, exercised on or be allowed to run at large over any part of the Common Property. If any pet causes a mess or damage to the Common Property or other property required to be maintained by the Corporation (including without limitation, defecation, urination, tracking in mud or dirt), then the owner of the pet, or the person whose Unit the pet is visiting, shall immediately clean and repair such mess or damage and if they fail to do so, then the Corporation shall cause the clean-up and repairs to be done and all costs of clean-up and repairs will be charged to the Owner as a Unit Charge.

### 7.2.3 ALTERATION & ADDITIONS

An Owner will not make or cause to be made any structural, mechanical, electrical or other material alterations or additions to a Unit or any load bearing wall without first having the design and specifications of such alteration or addition approved in writing by the Board. Any alteration or addition made by an Owner must be done by a qualified contractor with adequate insurance, as deemed by the Board acting reasonably. Any alteration or addition made by an Owner without such approval may be restored or removed by the Board or its duly authorized representative or representatives and any costs incurred by the Corporation as a result thereof shall forthwith be paid by such Owner to the Corporation and shall bear Interest from the time such costs are incurred until paid and shall be charged to the Owner as a Unit Charge.

No Owner or Occupant shall make any modifications, changes or alterations, whether structural or otherwise, to the Common Property.

Owner and Occupant shall be held responsible for spillages or damage to the Common Property that occurs during the course of their alterations/construction/renovation work. If damage occurs, Owner and Occupant will be held liable for the cost of cleaning and/or repairs to the Common Property and such cost will be charged to the Owner as a Unit Charge.

### 7.2.4 ANTENNA/SATELLITE DISHES

No antenna, aerial, satellite dish, tower or similar structure and appurtenances thereto shall be erected on or fastened to any Unit or the Common Property, without the written consent of the Board. The Board may impose such terms and conditions to its consent as it deems appropriate, including conditions concerning the location and size of the equipment that may be installed. The installation or removal of the equipment must be carried out by a qualified person approved by the Board and said person shall provide the Board with proof of their qualification and adequate insurance coverage. The Unit Owner is responsible for all costs of installation, removal, maintenance and repair arising from or attributed to the equipment. The Corporation shall not be responsible for any costs of repair or maintenance resulting from or attributed to the equipment.

#### 7.2.5 APPEARANCE

- (a.) An Owner shall not do any act or permit any act to be done, or alter or permit to be altered their Unit or the building in any manner which will alter the exterior appearance of the building or any Units without the prior written consent of the Board.
- (b.) Notwithstanding any other provision herein, the Developer shall be permitted to make modifications, in its sole and absolute discretion, on any Units and related Exclusive Use Areas and which are unsold.
- (c.) No portion of any Unit required to be maintained by the Corporation shall be painted, decorated, or otherwise affected by anyone other than the Corporation without the prior written consent of the Board.
- (d.) Windows are to be covered with properly maintained drapes, blinds or shutters only. No tin foil, sheets, blankets or flags shall be placed in a window of any Residential Unit.
- (e.) No Owner shall allow their Exclusive Use Areas assigned to them to become unsanitary or unsightly in appearance.
- (f.) No Owner shall display or allow to be displayed in or on their Unit an image or object viewable from the outside of the Unit that, in the Board's sole discretion, is deemed to be offensive in nature. Upon the Board deeming an object offensive and providing the Owner written notice of the Board's decision the Owner must remove the offensive object forthwith.
- (g.) Christmas and other seasonal or holiday decorations or displays are permitted in moderation, but the use must conform to the season or holiday and such decorations, when attached outside of the Unit or on the Common Property must not damage or deface the Common Property or damage any eavestroughs or other fixture forming part of the Common Property. All seasonal decorations may be displayed for 4 weeks prior to the season or holiday event and must be removed within 4 weeks following the seasonal or holiday event.

#### 7.2.6 AWNINGS

Neither awnings nor shades shall be erected over the outside of the windows, nor shall any articles be hung or placed outside window sills of any Residential Unit without the prior written consent of the Board.

#### 7.2.7 BARBEQUES

- (a.) A barbeque or similar cooking or heating device may only be fueled by electricity, propane or natural gas. Barbeques or similar cooking or heating devices that are fueled by charcoal, wood or any similar solid fuel are prohibited. Any barbeque or similar cooking or heating device must be kept and used on the deck as far away from the building as practicable.

- (b.) Firepits are prohibited, however, Owners and Occupants may have a propane fueled fire table or fire bowl on their deck.
- (c.) All barbeques, fire tables or fire bowls must comply with the local fire code, Municipal bylaws, and any other rules put in place by the Board regarding the same. The Board may remove any barbeque or similar cooking or heating device which it deems, in its sole discretion, to be unsafe.
- (d.) The Owner shall be held responsible for any damage to the exterior of the building or Common Property due to the use or storage of a barbeque or similar cooking or heating device in their Exclusive Use Area. If damage occurs, Owner and Occupant will be held liable for the cost of cleaning and/or repairs and such cost will be charged to the Owner as a Unit Charge.
- (e.) If a barbeque or similar cooking or heating device is stored in their Exclusive Use Area deck, the Owner or Occupant shall obtain and maintain, at their cost, a fire extinguisher, to be located in an easily accessible area nearby the barbeque or similar cooking or heating device.
- (f.) Prior written Board approval is required for any natural gas line installation which may be required to fuel a barbeque or similar cooking or heating device. Any such installation shall be done by a qualified and insured contractor approved by the Board.

#### 7.2.8 CONSTRUCTION

Owners shall not permit alterations, renovations or similar work to be done in their Residential Unit or about their Residential Unit that would breach Municipal bylaws regulating the permitted hours of construction and permitted noise levels.

#### 7.2.9 DEBRIS

No Owner or Occupant shall throw anything out of any window or door of their Unit or from a deck onto the Common Property, nor permit anything of this kind to be done by their guests, visitors or invitees.

#### 7.2.10 FIRE HAZARD

No Owner, Tenant or Occupant shall:

- (a.) store gasoline or other similar combustible or flammable goods or materials on any Unit or on the Common Property (normal household cleaning products, propane for barbeques, household sized jerrycans of gas and related goods excepted provided such are properly and safely stored);
- (b.) permit anything to be done in a Unit or on the Common Property or bring or keep anything thereon which will in any way increase the risk of fire or the rate of fire insurance on any Unit comprising part of the Parcel, or on the property kept therein; or

- (c.) do anything which conflicts with the laws relating to fires or with the regulations of the local Fire Department or with any insurance policy on any building or comprising part of the Parcel or any part thereof.

#### 7.2.11 GARBAGE

- (a.) Owners shall tightly wrap, tie and containerize their garbage and shall deal with and locate garbage and recycling containers as directed by the Board from time to time and shall observe all bylaws and regulations of the Municipal authority in that regard. The following procedures must be observed with respect to garbage disposal:
  - i.) Garbage and recyclables must be securely contained and placed in the appropriate areas for pick-up;
  - ii.) hazardous waste, construction materials, bulky items, furniture, mattresses, appliances and electronics and large or oversized items that do not fit in the garbage bins must be taken by the Owner to the Municipal dump or other such facility for the collection or disposal of such items. Any Owner or Occupant caught dumping or leaving items not permitted in the garbage bins or garbage area shall be responsible for and charged any costs incurred by the Corporation in disposing of such items, plus a 15% administration charge and Interest as a Unit Charge against their Unit.

#### 7.2.12 HAZARDOUS GOODS

No dangerous, hazardous or toxic goods or materials of any kind shall be kept on any part of the Parcel except with prior written consent of the Board.

#### 7.2.13 HEALTH

- (a.) No Owner shall do anything or permit anything to be done that is contrary to any of the provisions, rules or ordinances of any statute or Municipal bylaw or injurious to health of any Owners, Tenants or Occupants or in any way in violation of any laws whatsoever.
- (b.) Units must be kept clean and in good order and free of insects and vermin.
- (c.) No Owner, Tenant or Occupant shall render a Residential Unit unfit for human habitation.

#### 7.2.14 ILLEGAL ACTIVITIES

An Owner shall not:

- (a.) do or permit anything to be done in their Unit or on the Parcel that may be illegal or injurious to any Units, Common Property or amenities comprising the Parcel or that will cause nuisance or hazard to any other person;

- (b.) use or permit the use of their Unit for any purpose, other than that which a Unit is intended to be used as shown expressly or by necessary implication upon the registered Condominium Plan.

#### 7.2.15 LANDSCAPING

Owners, Tenants, Occupants, and their respective animals (pets), their families, guests, visitors and servants shall not harm, mutilate, destroy, waste, alter or litter any part or parts of the Common Property or real or personal property of the Corporation, including without limitation any and all parts of the buildings and other fixed improvements forming part of the Common Property, any landscaping works (including trees, grass, shrubs, hedges, flowers, and flower beds) and any and all chattels owned or kept by the Corporation.

Notwithstanding the generality of the foregoing, Owners are permitted to have potted flowers and plants on their decks and front porch area.

#### 7.2.16 LAUNDRY

No laundry shall be hung outside a Residential Unit or on the Common Property.

#### 7.2.17 MOTOR VEHICLES & PARKING

- (a.) All Owners shall observe and abide by any rules passed from time to time by the Board for the safe and orderly flow of traffic in or on the Parcel including (without limiting the generality of the foregoing) speed limits, restricted parking, emergency access routes, and directional controls.
- (b.) No Owner shall park its motor vehicle on any part of the Common Property or Parcel other than their garage or Parking Unit, as the case may be, except in accordance with prior written consent of the Board.
- (c.) A visitor may only park their motor vehicle in a stall designated by the Board for such visitor parking and in compliance with any rules and regulations established by the Board for such visitor parking or may park their motor vehicle in the garage of the Owner whom they are visiting. No Owner, Occupant or Tenant shall use the visitor parking stalls.
- (d.) No motor vehicle or any other obstacles may be left on or parked in the emergency access routes.
- (e.) No motor vehicles used for furniture moving, house trailer, motor home, tent trailer, boat, trailer, snowmobile, mechanical toboggan, all-terrain vehicle (ATV), machinery or equipment of any kind shall be parked or remain on any part of the Parcel for greater than 48 hours, except as approved by the Board in writing.
- (f.) No oil changes, adjustments or repairs to motor vehicles or any process that may involve fluid exchanges or possibility of fluid leaks or electrical work may be carried out on the Common Property or Parking Units.

- (g.) No motor vehicle which is leaking any type of fluid shall be permitted to park on the Parcel. If a motor vehicle does leak fluid, the Owner of the vehicle shall remove the fluid spill promptly. If the Owner fails to remove the fluid spill on 48 hours' notice from the Board to do so, the Corporation may remove the fluid spill and any costs incurred shall be charged to the Owner as a Unit Charge.
- (h.) Owners and Occupant who use an exterior extension cord to plug in a vehicle block heater shall ensure the same do not become a tripping hazard, or pose any difficulty or danger for other Owners and Occupants on the Parcel and the same shall be promptly put away when not in use.
- (i.) Parking Units are not to be used for storage or for keeping personal belongings.
- (j.) All Owners and Occupants must remove their motor vehicles from their Parking Unit when notified by the Board in writing to do so in order to permit the parking areas to be cleaned. If a motor vehicle is not removed after such notification then that individual's motor vehicle will be towed at the motor vehicle owner's expense.
- (k.) Any violation of this Bylaw 7.2.17 by an Owner, Tenant or Occupant of a Unit, or a visitor, may result in that individual's motor vehicle being towed, at the motor vehicle owner's expense and/or a levy of a monetary sanction to the Unit Owner.

#### 7.2.18 NOISE

- (a.) All Owners, Occupants and Tenants of a Unit must comply with the Municipal noise bylaws.
- (b.) No Owner, Tenant or Occupant of a Unit shall make or permit any disturbing noises in a Unit or on the Common Property or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Owners or Occupants of the Parcel or Units.
- (c.) No Owner, Tenant or Occupant of a Unit shall play or permit to be played loudly any musical instrument, phonograph, stereo, computer, radio, television or any other amplified sound device, practice or allow either vocal or instrumental music at any time in such a manner as to disturb or annoy other Owners or Occupants of the Units.

#### 7.2.19 OBSTRUCTION

No Owners or Occupants shall erect or plant or cause to be erected or planted any fence, screen, barrier, awning, shade, partition, tree, shrub, hedge, flowerbed or flower box on the Common Property without the prior written consent of the Board. Any consent required by this Bylaw may be arbitrarily withheld. For greater clarity, Owners are permitted to have potted plants on their decks and front porch area as well as plantings in the community garden if they have been assigned a garden plot.

#### 7.2.20 PERSONAL BELONGINGS

All Owners and Occupants will cause all articles belonging to their household, other than deck furniture and other articles appropriately kept on the deck or Exclusive Use Area to be kept in their Residential Units when not in actual use. Each Owner or Occupant will comply with all requests of the Board or its representative that bicycles, toys and like articles be put away inside such Owner's or Occupant's Residential Unit when not in actual use, or stored in appropriate places as may be designated by the Board from time to time.

#### 7.2.21 PLUMBING

- (a.) Toilets, sinks, tubs, drains, and other water apparatus shall not be used for any purpose other than those for which they are constructed, and no sweepings, garbage, grease, rubbish, rags, ashes, disposable diapers or other substances shall be deposited or flushed through such apparatus.
- (b.) Owners are responsible for the repair of their plumbing fixtures and the costs of repair of damage to the Common Property or any other Unit resulting from leaks from the appliances, plumbing fixtures, bathtubs or showers in their Residential Unit.

#### 7.2.22 SALES & EXHIBITS

No group tour or exhibition of any Unit or its contents shall be conducted, and no auction, yard, garage or other sales shall be held in any Unit or on the Common Property without the prior written consent of the Board. No solicitations are permitted on the Parcel.

#### 7.2.23 SIDEWALKS & WALKWAYS

The sidewalks, walkways, passage ways, driveways and parking areas shall not be obstructed by any Owner, their family, guests, Tenants or visitors or used by them for any other purpose than for entering and leaving their Unit.

#### 7.2.24 SIGNAGE

Except for professionally designed "For Sale" or "For Lease" signs or as otherwise permitted by the Bylaws, no signs, billboards or other advertising matter of any kind and no notices of any kind shall be placed on any part of the Parcel without the prior written consent of the Board.

Notwithstanding the generality of the foregoing, during such period of time that the Developer is still the Owner of one or more Units that it has available for purchase, no "For Sale" signs shall be placed on any part of the Parcel.

#### 7.2.25 SMOKING AND HYDROPONICS

- (a.) Owners and Occupants and their guests who are smoking shall ensure the following:

- i.) all butts, ash and debris must be put in an ashtray or similar non-combustible container and shall not be put in a plant pot or other combustible container due to the risk of fire; and
  - ii.) no butts or ash or other smoking debris are to be tossed or swept on to or off of any Exclusive Use Area deck.
- (b.) All Owners, Occupants, Tenants, and their guests, invitees, and licensees, are prohibited from using hydroponic or aeroponic systems in a Unit, Exclusive Use Area or elsewhere on the Parcel.

#### 7.2.26 PARKING UNITS

- (a.) The Owner of a Unit shall not permit any person to use or occupy a Parking Unit (whether under a lease, licence or otherwise howsoever) unless such person is the lawful Occupant of a Residential Unit or unless such person is using or occupying a Parking Unit as a visitor with the consent of the Board.
- (b.) An Owner of a Unit shall not sell, lease or otherwise dispose or divest itself of a Parking Unit except to a person who owns a Residential Unit and then only subject to the terms and conditions hereto the intent being that at all times a Parking Unit shall only be available for use by the Owner or Occupant of a Residential Unit.
- (c.) An Owner of a Parking Unit shall not use their Parking Unit other than to park a motor vehicle without the prior written consent of the Board. The Owner of a Parking Unit may park one motor vehicle or a motorcycle and an additional small vehicle, provided that in no instance shall any portion of any motor vehicle(s) so parked within a Parking Unit protrude beyond the boundaries thereof or encroach upon any portion of the Common Property or another Owner's Parking Unit.
- (d.) The Corporation and its servants, trades, agents and employees shall have the right of entry and license for access for ingress and egress over any Parking Unit as may be necessary to permit it to carry out its obligations as provided for in the Act, Regulation or these Bylaws, including, without limitation, any repairs or maintenance thereof or to give access to the utility and service areas adjacent thereto.

#### 7.2.27 WATER

Water shall not be left running unless in actual use and all taps, washers and shut-off valves shall be kept in good repair. Water must be turned off in vacant Residential Units.

#### 7.2.28 OWNER RESPONSIBILITY FOR COMPLIANCE

An Owner shall ensure that their Occupants, Tenants, guests, invitees and licensees comply with this Bylaw 7.2.

### **7.3 EXCLUSIVE USE AREAS**

- 7.3.1 The Owner of each Unit may obtain the right to the exclusive use and enjoyment of such Exclusive Use Areas or portions of the Common Property as may be designated by the Board on such terms with respect to maintenance thereof as the Corporation may direct, but any such grant shall be terminable on reasonable notice, unless the Corporation by Special Resolution otherwise resolves.
- 7.3.2 The Board may alter the area and location of the Exclusive Use Areas from time to time upon such terms and conditions as it deems fit, provided that in doing so it does not unfairly or unreasonably discriminate against any Owners or Occupants.
- 7.3.3 Owners are granted the right to the exclusive use and enjoyment of the exterior doors, windows, lights, exterior electrical outlets, and deck.
- 7.3.4 Each Owner shall be responsible for keeping their Exclusive Use Area in a tidy and clean condition, including without limitation removing snow, ice and debris from his or her deck. The Corporation will be responsible for all other maintenance and repair of the Exclusive Use Area. Should any Owner fail to keep their Exclusive Use Area in a tidy and clean condition or otherwise fail to comply with their repair and maintenance responsibilities herein after 10 days written notice to do so given by the Board or its representative, then the Board or its representative, may effect such required maintenance and repair and the Owner shall reimburse the Corporation for all costs incurred in respect of such work including Interest, which costs shall be charged to the Owner as a Unit Charge. The Board or its representative may use all or any of the remedies open to it or as set out in the Act and these Bylaws, to recover such monies for the Corporation including Legal Costs, which costs shall be charged to the Owner as a Unit Charge.
- 7.3.5 No Owner may modify the appearance of their Exclusive Use Area, including the deck, unless otherwise approved by the Board in writing. Owners are prohibited from painting or staining their deck, including but not limited to the ceiling or trim of the deck doors and windows.
- 7.3.6 No Owner shall trespass, or permit any Occupant, Tenant, or visitor of their Unit to trespass, on any part of the Parcel or Common Property to which another Owner is entitled to exclusive use.
- 7.3.7 The Developer, Corporation, agents and employees of the Corporation are not liable for any accidents, damage, lost or stolen personal property or any other damages suffered by any Owner due to his or her use of the Exclusive Use Areas, howsoever caused. The use of the Exclusive Use Area is at the Owners' and Occupants' sole risk.
- 7.3.8 The Corporation and its servants and agents shall, regardless of the grant of any right, license or privilege of exclusive use to any Owner, have and enjoy free and uninterrupted right at any and all times and from time to time to enter upon, pass and re-pass over, and occupy any and all parts of such Exclusive Use Area for the purpose of carrying out any of the duties or functions of the Corporation.

## **7.4 RESTRICTIONS GOVERNING USE OF UNITS**

- 7.4.1 By enacting these Bylaws, the Owners affirm their collective intent to preserve the character of the project and the Residential Units as private single-family residences. No Owner or Occupant shall rent, lease or grant any license of occupation for their Residential Unit or permit the renting, leasing or granting of any license of occupation for their Residential Unit for a short term or temporary rental. For greater clarity, a short-term rental is anything less than a month to month rental agreement or any rental shorter than 28 consecutive days.
- 7.4.2 The number of persons occupying a Residential Unit shall not exceed the numbers permitted by any municipal or provincial law or authorities.
- 7.4.3 In the event the Board grants permission to use a Residential Unit other than as a private single-family residence, it shall be the responsibility of the Owner or Occupant of the Residential Unit, as the case may be, to ensure that compliance has been met (and continues to be met) with all Bylaws, rules, regulations, laws, Municipal bylaws and statutes that apply in the circumstances.
- 7.4.4 No Unit shall be used or be represented to the public as a boarding house, rooming house, group home, day home, day care centre, for the provision of regular child-care or baby-sitting, or as a time share facility, except as otherwise authorized by the Board in writing, which approval may be arbitrarily withheld and if given, may be withdrawn at any time on 30 days' notice. Prior to any authorization being given by the Board, the Owner of the Unit shall provide to the Board satisfactory proof of insurance (including liability insurance) and any licensing related to the commercial or professional activity.
- 7.4.5 Residential Units may only be used for a commercial or professional purpose as permitted by Municipal bylaw and provided that such commercial activity does not interfere with other Owner's and Occupant's use and enjoyment of his or her Unit. The Owner using his or her Residential Unit for a commercial purpose shall provide to the Board satisfactory proof of insurance (including liability insurance) and any licensing related to the commercial or professional activity. Notwithstanding the generality of the foregoing, the Board reserves the right impose any reasonable conditions and restrictions on such commercial use where the same is interfering with other Owner's and Occupant's use and enjoyment of their Unit.

## **7.5 RENTAL OF UNITS**

### **7.5.1 SUBJECT TO RESTRICTIVE COVENANT**

This Bylaw 7.5 is subject to those restrictive covenants registered against the Units in relation to the First Place Program, to the extent the same are still registered against title, and where this Bylaw 7.5 is in conflict with any term of the restrictive covenant, the terms of the restrictive covenant will prevail.

### **7.5.2 NOTIFICATION**

- (a.) An Owner shall within 20 days of a Tenant taking possession of a Unit:

- i.) provide the Corporation with an address for service for the Owner for any notice that may be served pursuant to the Act or the Bylaws, the name of and contact information for the Tenant, and the amount of rent to be charged for the Unit;
  - ii.) comply with the deposit requirements of the Corporation;
  - iii.) provide a copy of the Bylaws and any applicable rules or policies of the Corporation for the Tenant's reference and use;
  - iv.) provide the Corporation with a completed rental registration form, as provided by the Corporation, including a written undertaking in which the Tenant undertakes in writing to be bound by and comply with the Bylaws.
- (b.) Within 20 days after ceasing to rent the Owner's Unit, the Owner must give the Corporation written notice that the Owner's Unit is no longer rented.
- (c.) Nothing in these Bylaws shall in any way remove, waive or alter the responsibility of each Owner for the performance of all Bylaws by all persons using or occupying their Unit and such Owner shall be jointly and severally liable with the Tenant with respect to such obligations.
- (d.) Regardless of whether the Board has notice of a Tenant or Occupant, any person in possession of a Unit is bound by the Bylaws.

## **7.6 COMMUNITY GARDEN**

- 7.6.1 There is an area of Common Property that is intended for use by the Owners and Occupants as a community garden. Space is limited and use of the garden will be subject to the rules put in place by the Board respecting the same from time to time, which rules might include:
- (a.) conditions of membership for the community garden or allocating garden plots to Owners and Occupants;
  - (b.) fees;
  - (c.) member responsibilities and etiquette;
  - (d.) such other issues as the Board chooses to regulate in order to preserve or enhance the resident's use of the community gardens.
- 7.6.2 The Board may appoint (and dissolve) a committee to deal with the community gardens, which committee may consist of as many members as the Board thinks fit. The committee shall appoint a chairman who shall report to the Board on their committee's activities.

## **8 COMMON EXPENSES & CONTRIBUTIONS**

### **8.1 BUDGET**

- 8.1.1 The Board or, at its request, the Manager, shall estimate the amount of the Common Expenses that will be incurred or required in such fiscal year (including a reasonable allowance for contingencies and replacements plus any deficiencies from the previous year and less any expected income and any surplus from the fund collected in the previous year). This estimate of Common Expenses may be referred to as the “budget”, with the Board, by resolution, adopting the budget. Any budget approved by the Board also operates to approve the expenditure of monies identified in the budget.
- 8.1.2 The omission by the Board before the expiration of any year, to fix the assessments hereunder for that year or for the next year, shall not be deemed a waiver or modification in any respect of the provisions of these Bylaws, or release of the Owner or Owners from their obligations to pay the Contributions, or any installments thereof for that or any subsequent year, but the Contributions for the preceding fiscal year shall continue until new Contributions are fixed.

### **8.2 COMMON EXPENSES**

- 8.2.1 The Common Expenses applicable to the Corporation are the expenses that are necessarily incidental to the use and operation of the Corporation, and without limiting the generality of the definition thereof, include the following:
- (a.) all levies or charges on account of electricity, water, garbage removal, gas and utility services supplied to the Corporation;
  - (b.) the cost of and charges for all management fees and all salaries and other benefits payable to or on account of employees or independent contractors of the Corporation, including any caretakers or maintenance personnel;
  - (c.) costs for stipends and honorariums;
  - (d.) costs for office equipment and supplies;
  - (e.) newsletter, printing and postage costs;
  - (f.) costs for memberships, subscriptions and Board education;
  - (g.) all costs and charges on account of landscaping, maintenance and ice and snow removal from the Common Property;
  - (h.) costs for cleaning, sweeping and maintenance and repair of the parking areas;
  - (i.) all costs of and charges for maintenance and repair of those portions of each Unit for which the Corporation is responsible under these Bylaws;

- (j.) all costs of and charges for maintenance and repair of the Common Property or other real and personal property owned by the Corporation for which the Corporation is responsible under these Bylaws;
- (k.) costs of amenities for which the Corporation is responsible, including the repair and maintenance thereof;
- (l.) reserves for future maintenance and expenses and the Reserve Fund and the cost of the Reserve Fund study, plan or report;
- (m.) the amount of all costs and expenses whatsoever, including (without limitation) all maintenance and repair costs, financing charges, municipal taxes, unit charges, and all utilities charges, for or in respect of any Unit owned by the Corporation itself;
- (n.) all costs of maintenance of the exterior walls and other structural parts of the building;
- (o.) insurance for which the Corporation is responsible and that of any Insurance Trustee;
- (p.) reserves for repair, refurbishment and replacement of the real and personal property of the Corporation, the Common Property and the property for which the Corporation is obligated to repair or replace;
- (q.) the cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation;
- (r.) the cost of maintaining bonds as provided in these Bylaws;
- (s.) all costs of and charges for all manner of consultation, professional and assistance required by the Corporation, including without limiting the generality of the foregoing, all auditing, accounting, management, engineering and legal costs and disbursements; and
- (t.) all obligations of the Corporation or the Board created by the Act, the Regulation or these Bylaws.

### **8.3 ASSESSMENT OF FEES**

- 8.3.1 Subject to Bylaws 8.3.2, 8.3.3 and 8.3.4 below, each year's Common Expenses for the Corporation shall be apportioned, levied and assessed to and upon the Owners in proportion to the Unit Factors for the Units as shown on the Condominium Plan.
- 8.3.2 No Contributions or monthly assessments of Common Expenses shall be levied against the Developer as owner of a Unit until completion of construction of the Building in which it is located and such Unit is ready to be used for residential purposes.
- 8.3.3 If the allocation of expenses, costs or charges would be inequitable if assessed on the basis of Unit Factors, the Corporation may, and is hereby authorized to, weigh, allocate and assess against the Owners and their respective Units such expenses, costs and charges in such equitable manner as the Board shall from time to time resolve, and without limiting the generality of the foregoing, the

Board may allocate and assess the whole of an expense, cost or charge to a single Owner of a Unit, provided that the Owner so affected will be notified of such Contribution in writing.

- 8.3.4 Whereas only certain Units have exterior hose bibs and the Corporation is entitled to access and use water from the same, and such water used by the Corporation is billed to the Owner of that Unit, the Board is hereby authorized to, at its discretion, provide a reasonable reduction in the allocation of Contributions to such Unit in order to compensate such Owner for the additional costs incurred as a result of the water used by the Corporation.
- 8.3.5 The Corporation shall deliver or mail to each Owner a notice of the Contribution for their Unit for the ensuing fiscal year.
- 8.3.6 If at any time it appears that the estimated Contributions towards the Common Expenses will be insufficient to meet the needs of the Corporation, the Board may assess and collect a special levy against each Unit to raise additional funds for the types of shortfalls and expenses as permitted in the Act and Regulation. The special levy shall be levied in the same proportion as Contributions payable by the Owner of the Unit or by any other method determined by the Board acting reasonably as contemplated by Bylaw 8.3.3. Any resolution of the Board to levy a special levy shall be done in accordance with the requirements of the Act including, without limitation, Section 39.1.
- 8.3.7 As soon as possible after the Board has passed a resolution issuing a special levy, the Corporation shall give notice of the special levy to all Owners which shall include a written statement setting out the purpose for the special levy, the total amount of the special levy, the method used to determine each Unit's share of the special levy, the amount of the Unit Owner's share of the special levy, and the date by which the special levy is to be paid (or, if the special levy is payable in instalments, the dates by which the instalments are to be paid).
- 8.3.8 Notwithstanding anything to the contrary hereinbefore contained, during the initial stages of development and before 95% of the Units have been occupied or sold by the Developer of the project and prior to the second annual general meeting being convened the following provisions will apply:
- (a.) The Owner or occupier of a Unit shall pay to the Corporation on the first day of each month, commencing on the first day of the month next following receipt by the Owner or occupier of notice of estimated monthly Contributions, the amount of the estimated monthly assessment towards Common Expenses for which his Unit is responsible;
  - (b.) No Contributions or assessment of Common Expenses shall be levied against the Developer or Owner of an undeveloped Phase of the Parcel until completion of construction of a residential building thereon, registration of the plan respecting such Phase and a Unit therein is used or is ready to be used for residential purposes;
  - (c.) The Corporation shall reimburse the Developer for any Common Expenses incurred and paid by the Developer and the Developer shall be entitled to set-off from any assessments against the Developer as Owner of any of the Units any amount payable by the Corporation to the Developer with respect to Common Expenses until completion of construction of a residential building on an unimproved portion of the Parcel, registration of the

Condominium Plan respecting that Phase and the building is used or ready to be used for residential purposes.

## **8.4 PAYMENT OF COMMON EXPENSES**

- 8.4.1 Units owned by the Corporation, if any, are not assessable for Common Expenses and shall be deemed to have zero Unit Factors for the purposes of allocating Contributions.
- 8.4.2 Each Owner shall be obligated to pay any and all Contributions levied against their Unit to the Board or the Manager to the account of the Corporation, as directed by notice or in equal monthly installments on or before the first day of each month during the fiscal year for which such Contribution is made or in such other manner as the Board or the Manager with the consent of the Board (as the case may be) shall designate.
- 8.4.3 Upon notice, the Owner shall provide such postdated cheques or execute any and all necessary forms required for electronic debit.
- 8.4.4 No Owner can exempt themselves from liability for their contributions toward the Common Expense Contributions by waiver of use or enjoyment of any of the Common Property or by vacating or abandoning their Unit.

## **8.5 COLLECTION OF FEES**

### **8.5.1 INTEREST AND COSTS**

Interest is payable on all monetary sanctions, penalties, Contributions, installments, special levies or payments in arrears and owing to the Corporation calculated from the date due until payment of the same.

### **8.5.2 OTHER FEES AND CHARGE BACKS**

Where a cost is incurred by the Corporation as a result of an Owner or Occupant (including, without limitation, an insurance deductible, Interest and Legal Costs), and such cost is permitted to be charged back to or for the account of an Owner in accordance with these Bylaws, the Act, or Regulation, the Corporation may levy such cost against the Owner and their Unit as if it were a Contribution and such cost (including, without limitation, Interest and Legal Costs) shall be recoverable in the same manner as provided for in the Act for the recovery of Contributions in arrears, except where prohibited by law.

### **8.5.3 DEFAULT IN PAYMENT OF CONTRIBUTIONS**

- (a.) The Corporation shall be entitled to enforce any Contribution, lien, charge and security and pursue such remedies as may be available to it at law or in equity, from time to time and recover its costs, including Legal Costs. Nothing herein shall restrict or nullify any rights or remedies given to the Corporation by or under the Act.
- (b.) The Corporation shall and does have a lien and charge upon and against the estate or interest of the Owner for any unpaid Contribution, including Interest, Legal Costs and any penalties due to the Corporation in respect of their Unit, which lien shall be a first,

paramount lien against such estate or interest, subject only to any municipal or local authority in respect of unpaid realty taxes or charges.

- (c.) The Corporation shall have the right to file a caveat against the Unit or interest of such Owner in respect of the lien or charge for the amount of such unpaid Contribution, including Interest, Legal Costs and other costs associated with attempting to collect all unpaid Contributions, provided that each such caveat shall not be registered until after the expiration of 30 days following the due date for the first payment in arrears. The Corporation shall be entitled to be paid by the defaulting Owner, on an indemnification basis, the Corporation's Legal Costs and other Manager, professional or other agent fees (hereafter called "agent fees") and registration fees incurred in preparing and registering the caveat (such costs not to exceed the original amount owing) and in discharging the caveat and the Corporation shall not be obligated to discharge any caveat until all of the foregoing are fully paid.
- (d.) As further and better security, each Owner responsible for an unpaid Contribution, including Interest, Legal Costs and any monetary sanctions or penalties due to the Corporation, other costs chargeable to the Owner under these Bylaws and other costs associated with attempting to collect all unpaid Contributions or penalties, which is in arrears for more than 30 days shall, upon demand of and at the sole option of the Corporation, give to the Corporation a mortgage or encumbrance for the full amount thereof and providing for their payment on demand with assessed penalties and Interest thereon calculated from the due date of the same, and the Corporation shall be entitled to enforce its lien, charge and security and pursue such remedies as may be available to it at law or in equity, from time to time.
- (e.) Any Tenant of a Unit on receiving notice from the Corporation that the Owner of the Unit is in default of any payment or Contribution levied by the Corporation or an installment or installments thereof, shall deduct from the rent payable to the Owner the Contribution levied or the installment or installments in arrears plus any Interest owing and Legal Costs or other agent fees and the Tenant shall pay the same to the Corporation and the amount so paid shall be deemed to constitute rent paid to the Owner by the Tenant.
- (f.) Any other Owner or person, firm or company whatsoever may pay any unpaid Contribution, plus any Interest owing and Legal Costs or other agent fees after the expiration of 30 days following the due date for payment by the Owner in default, with respect to a Unit. Upon such payment being made, such person, firm or company shall have a first, paramount lien, subject to the estates or interests hereinbefore mentioned, and shall be entitled to file a caveat in respect of the amount so paid on behalf of the Owner in default, and shall be entitled to enforce their lien, thereby created, in accordance with the Act.
- (g.) Regardless of any other term, condition or provision herein contained or implied, each unpaid Contribution, and monetary sanction shall be a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed and collectible. Any action,

suit or proceeding to recover such debt or to realize on any judgment of such debt shall be maintainable as a separate action, suit, or proceeding without foreclosing, or waiving the lien, charge or security securing the same, and the Corporation shall be entitled to recover its costs including Legal Costs.

- (h.) The Board may, by resolution, accelerate all payments for the balance of the fiscal year from any Owner in arrears, and all such payments shall become due and payable forthwith and may be collected in the manner as set out in these Bylaws.
- (i.) Where there are any monies owed to the Corporation by an Owner, unless otherwise resolved by resolution of the Board, any payments made by an Owner shall be applied firstly to any costs or expenses (Legal Costs, agent fees, land titles charges or otherwise) incurred by the Corporation as a result of the Owner falling into arrears, then to any monetary sanctions imposed, thereafter to any interest owing and lastly to the Contributions (including any special levy) due to the Corporation.

#### **8.5.4 NOTICE OF DEFAULT TO MORTGAGEE**

Where a Mortgagee has notified the Corporation of its interest, any notice of default sent to an Owner, whether for non-payment of Contributions or otherwise, must also be sent to such Mortgagee.

#### **8.5.5 RECOVERY OF COSTS**

The Corporation may recover from an Owner by an action for debt in any Court of competent jurisdiction any sum of money, including its Legal Costs, which the Corporation is required to expend as a result of any act or omission by an Owner, their servants, agents, licensees, invitees or Tenants which includes, but is not limited to, Bylaw violations or any violations of resolutions established pursuant to these Bylaws and there shall be added to any judgment all costs of such action including the Corporation's Legal Costs. Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of their rights and the exercise of their remedies.

## **9 BYLAWS**

### **9.1 OBSERVANCE OF BYLAWS**

- 9.1.1 Any infraction, violation or default of the Act or these Bylaws or any rules established pursuant to these Bylaws by an Owner, their servants, agents, licensees, invitees or Tenants that has not been corrected, remedied or cured within 10 days of having received written notification from the Corporation to do so, may be corrected, remedied or cured by the Corporation or its agent. Any Legal Costs, agent fees, penalties, costs or expenses expended or incurred by the Corporation in correcting, remedying or curing, such infraction, violation or default, shall be charged to such Owner as a Unit Charge.
- 9.1.2 If the Board determines that a breach of a Bylaw or any rules established by the Board is occurring by an Owner, Tenant or invitees of the Owner or Tenant, it may, by a Board resolution, cause a notice of proposed sanction to be delivered to the Owner or Tenant. The notice shall specify all the

information as required in Section 73.7 of the Regulation, including, without limitation, the nature and particulars of the breach, the Bylaw provision or rule that has not been complied with, a reasonable time within which the breach is to be rectified (which must be at least 3 days), and the proposed monetary or non-monetary sanction, if any, should the breach not be rectified within the time permitted. In the event the breach is not rectified within the time permitted, the Board can proceed with imposing the monetary sanction previously indicated in the original notice by issuing a notice of sanction to the Owner or Tenant, as the case may be, such notice of sanction to include all the information required in accordance with Section 73.7(6) of the Regulation.

- 9.1.3 For a breach of these Bylaws, the Board may impose a monetary sanction, provided the sanction does not exceed the maximum amounts, in force at the time of the breach, prescribed in the Regulation (currently up to a maximum of \$500.00 for the first violation and a maximum of \$1,000.00 for the second and all subsequent violations) or such other non-monetary sanctions as it deems fit. For a breach of a rule the Board may only impose such non-monetary sanctions as it deems fit. Any monetary sanction imposed must be paid within 30 days upon the Board sending written notice of such monetary sanction and thereafter any unpaid amounts will bear Interest from the date the monetary sanction was due until paid in full.
- 9.1.4 If a monetary sanction is imposed against a Tenant, the required notices shall be served both on the Tenant and Owner.
- 9.1.5 The Board may, pursuant to the Act, take legal proceedings to recover a monetary sanction and damages including Legal Costs.
- 9.1.6 Each day that an Owner, Tenant, or other person contravenes these Bylaws shall be considered a separate contravention and subject to an additional monetary sanction, provided that the maximum monetary sanction to be imposed for any continuing non-compliance with these Bylaws shall not exceed the maximums provided for in the Regulation.
- 9.1.7 In circumstances where the breach of a Bylaw is so serious and persistent that in the Board's discretion it cannot be addressed in any other way, the Board may, by resolution, require that the Owner or Tenant give up possession of their Unit by a date specified in written notice from the Board, which date shall be no earlier than the last day of the month immediately following the month in which the notice is served on the Owner or Tenant, and thereafter that Owner or Tenant shall no longer occupy the Unit. In the event the Owner or Tenant does not give up possession of the Unit by the date specified in the notice from the Board to do so, the Corporation may commence proceedings under Section 67 of the Act (or any provision passed in substitution therefor) to have the Owner or Tenant and/or any member of their household evicted from the Unit.

## **9.2 AMENDMENT OF BYLAWS**

- 9.2.1 These Bylaws may be added to, replaced, amended, or repealed by Special Resolution and not otherwise. At any meeting where the Bylaws are to be amended, the Board shall give each Owner and Mortgagee (who has notified its interest to the Corporation) a written copy of the proposed amendment at least 14 days before the meeting.

- 9.2.2 An amendment, addition, repeal or replacement of a Bylaw does not take effect until the Corporation files a copy of it with the Land Title Registrar, and the Registrar has made a memorandum of the filing on the Condominium Plan. Thereafter the Board shall give each Owner and Mortgagee (who has notified its interest to the Corporation) a copy of any registered amendment, addition or replacement to the Bylaws.

## **10 MISCELLANEOUS**

### **10.1 NOTICES**

- 10.1.1 Every notice, demand or request permitted or required to be given or served hereunder shall be deemed to be properly and effectively given or served as follows:

- (a.) upon the Corporation if delivered by personal service to any Board member or by leaving it at or mailing it by recorded mail to the Corporation at its registered address as filed at the Alberta Land Titles Office;
- (b.) upon an Owner by personal service to the Owner (and if there is more than one Owner then to any one of such Owners), or by leaving same at the Unit, or by ordinary mail or recorded mail addressed to the Owner at the municipal address of their Unit or the address of such Owner as recorded at the Land Titles Office (or to such other address as provided by the Owner, in writing, to the Corporation) or in the alternative at any electronic address, where such Owner has requested and consented to receive communications by electronic means;
- (c.) upon a Tenant or Occupant by personal service to the Tenant or Occupant (and if there is more than one, then to any one of such Tenants or Occupants), by leaving same at the Unit, or by ordinary mail or recorded mail addressed to the Tenant or Occupant at the municipal address of their Unit or in the alternative at any e-mail address provided to the Corporation by the Tenant or Occupant or such other electronic means as agreed between the Tenant or Occupant and the Corporation;
- (d.) upon a Mortgagee of a Unit by personal service to the Mortgagee (or if the Mortgagee is a company, to a person in authority with such Mortgagee) or by mail by depositing the notice in a post box, enclosed in a postage prepaid envelope addressed to the Mortgagee at the address of such Mortgagee as recorded at the Land Titles Office or such other address as provided, in writing, by the Mortgagee to the Corporation; any notice providing for or contemplating any meeting or any acts or steps that would, if approved or taken, involve the winding up of the Corporation, shall be given by recorded mail addressed to the Mortgagee as aforesaid.

- 10.1.2 Any notices, demands or requests served shall be deemed to have been effected as follows:

- (a.) immediately upon personal service;
- (b.) on the date on which acknowledgment of receipt of recorded mail is signed;

- (c.) 7 days after the date on which the document is sent by ordinary mail; or
- (d.) 24 hours after the document is left at the Unit or sent by electronic means.

10.1.3 The Corporation shall not be obliged to give notice to any Owner who has not notified the Corporation that they have become an Owner or to any Mortgagee who has not notified the Corporation that it has become a Mortgagee.

## **10.2 SEVERABILITY**

The provisions hereof shall be deemed independent and severable and the invalidity in whole or in part of any Bylaw does not affect the validity of the remaining Bylaws or parts thereof, which shall continue in full force and effect as if such invalid portion had never been included herein.

## **10.3 CHANGE OF LEGISLATION**

Should the Act change in the future, then these Bylaws shall automatically adopt any and all changes to the Act and specifically adopt those changes to the Act which are required to be adopted to enable the Corporation to operate, at all times, within the full power of the Act and to use all remedies available to it pursuant to the Act.

## **10.4 MUNICIPAL BYLAWS**

Any municipal bylaws of the Municipality shall apply to the Owners. Municipal (bylaw) Enforcement Officers are hereby authorized to enforce the Municipal bylaws affecting the Common Property or any Unit.

## **10.5 NON-PROFIT CORPORATION**

10.5.1 The Corporation is not organized for profit. No Owner, member of the Board or person from whom the Corporation may receive any property or funds or shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations thereof. The foregoing, however, shall neither prevent nor restrict the following:

- (a.) reasonable compensation paid to any member or Manager while acting as an agent or employee of the Corporation for services rendered in effecting one or more of the purposes of the Corporation;
- (b.) reimbursement of any member or Manager, from time to time, for their actual and reasonable expenses incurred in connection with the administration of the affairs of the Corporation; and
- (c.) paying members of the Board an annual honorarium, stipend or salary established pursuant to Bylaw 3.1.11.

## **10.6 PHASED REGISTRATION**

- 10.6.1 The Developer intends to develop the Parcel in Phases in accordance with the Act and the Regulation and as set out in the phased development disclosure statement which shall be filed by the Developer upon initial registration of the Condominium Plan.
- 10.6.2 The Developer is entitled to construct dwellings in accordance with the phased disclosure statement. Within a reasonable time after constructing new buildings, the Developer shall install landscaping and sidewalks of the same nature and quality as that which exists in the developed portion of the Project.
- 10.6.3 Nothing in these By-laws shall require the Corporation to incur any cost, charge or expense in relation to the construction of the Buildings, the construction or installation of any amenities planned by the Developer or the development of the Parcel in Phases, all of which costs shall be borne by the Developer. While any Phase of the Project is undeveloped or under construction, the developer is responsible for all maintenance and operating costs (insurance, utilities, etc.) for that phase. Accordingly, the Developer is not required to pay any Contributions or condominium fees for Units in Phases which are undeveloped or under construction.
- 10.6.4 Provided that the development of future Phases complies with the phased development disclosure statement, the development of future Phases shall be within the sole control and discretion of the Developer without interference from the Corporation or any of the Owners. Neither the Corporation nor any of the Owners shall make any objections to or take any steps to prevent, hinder or delay construction and completion of any of the Units or Common Property comprising future Phases or the registration of an amendment to the Condominium Plan required to incorporate the Units and Common Property comprising future Phases into the Condominium Plan.
- 10.6.5 Within a reasonable time after each phase has been substantially completed, the Condominium Corporation will take over the operation of that Phase.

## **10.7 DEVELOPER RIGHTS**

- 10.7.1 Notwithstanding anything provided in these Bylaws to the contrary, and notwithstanding any rules or regulations of the Corporation hereafter passed or enacted to the contrary, it is expressly stipulated and declared that the following provisions and rules shall apply and govern until each Phase is completed and all Units are sold:
- (a.) the Developer will use reasonable efforts to keep the unimproved portions of the Parcel free from debris, weeds and any other unsightly matters;
  - (b.) the Corporation is not responsible to provide and service any unimproved portions of the Parcel until completion of construction of a Building thereon by the Developer;
  - (c.) the Developer may maintain Units as models for display and sale purposes, and otherwise maintain construction offices, displays and signs for marketing, sales, leasing, or customer service purposes upon the Common Property, including, without limitation, the amenities of the Corporation, and to carry on all sales and leasing functions it considers necessary

from such Units. The Developer may also, within or outside any unsold Unit or on the Common Property, at such locations and having such dimensions as the Developer may determine in its sole and unfettered discretion, erect, place, hang, keep or display signs, billboards, advertising material or marketing notices, all in the discretion of the Developer for the marketing of Units in the Condominium until all of the Units in this Condominium have been transferred by the Developer. Such sales centres and construction offices shall be open for attendance of members of the public;

- (d.) the Developer shall have free and uninterrupted access to and egress from the Common Property for the purposes of implementing, operating and/or administering the Developer's marketing, sale, lease, construction, financing and/or customer-service programs with respect to any unsold Units on the Parcel, including, without limiting the generality of the preceding, the right to locate trailers or other structures on the Common Property from time to time until the Developer has sold all of the Units on the Parcel;
- (e.) the Developer shall be entitled to erect and maintain security cameras for the purposes of preventing and addressing damage to and thefts of construction equipment and/or materials, upon any portion of the Common Property and within or outside any unsold Units, at such locations as the Developer may determine in its sole and unfettered discretion, all without any charge to the Developer for the use of the space so occupied;
- (f.) the Developer, at its option, shall have the right to use and allow its customer service staff, sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold parking spaces (if applicable) which right shall continue until such time as all of the Units in this Condominium have been transferred by the Developer;
- (g.) development and completion of the Units including, but not limited to, design and construction, shall be within the sole control and discretion of the Developer without interference from the Corporation or any of the Owners. Neither the Corporation nor the Owners shall make any objections or take any steps to prevent, hinder or delay construction and completion of any of the Units and buildings or their amenities. To the extent the Developer is still constructing the Units, the Common Property, any portions thereof or conducting warranty items on the same, the restrictions in these bylaws related to noise and timing of construction work shall not apply;
- (h.) the Developer, at its option, shall have the right to use and allow its sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Units which right shall continue until such time as all of the Units in this Condominium have been transferred by the Developer;
- (i.) the Corporation and the Owners shall, at the expense of the Developer, provide all consents to and execute all plans, leases, easements, licenses, deeds, documents or assurances required by the Developer to permit or assist development until the completion of construction on the Parcel. A member of the Board or officer of the Corporation shall have the power on behalf of the Corporation, with or without resolution of the Board authorizing

the same, to execute and deliver on behalf of the Corporation and, if required, under its seal, any such consent, plans, leases, easements, licenses, deeds, documents or assurances required by the Developer and such member or officer so executing and delivering such instrument shall be fully exonerated and released by the Corporation and the Owners from any claim for so doing;

- (j.) the Developer, its agents, employees and mortgage inspectors shall have the right to enter onto any Unit, upon 24 hours' written notice to the Occupant, and the right of access to the Common Property in order to complete any incomplete items, warranty items, repair deficiencies, inspect the Unit and make any modifications or repairs to the utilities;
- (k.) until such time as the Municipality has approved the landscaping on the Parcel and returned any deposit held with respect to such landscaping requirements by the Developer, the Board shall only contract with and use the Developer's original landscaping and snow removal contractor (the "**Developer's Contractor**"), provided that, in the event the Corporation wishes to hire a different landscaping and snow removal contractor other than the Developer's Contractor, then such new contractor shall provide to the Developer a written assumption of and liability for the original warranty provided from Developer's Contractor such that it shall be responsible to repair, replace or correct, at its cost, any defects to the landscaping as found by the Municipality in its review and approval of the landscaping.

10.7.2 Following substantial completion of any Building and its amenities, subject to any warranties provided by the Developer, the Developer is released from all liabilities to the Corporation in any way arising out of the construction and development of the Building and its amenities to the Corporation.

10.7.3 Notwithstanding anything herein to the contrary in no event shall the Developer be subject to any monetary sanction for any violation of this Bylaw 10.7 or with respect to the use or development of an uncompleted Phase.



## **DISCLOSURE DOCUMENTS**

MICHAEL'S PARK LANDING PHASE 2 (SITE B)

Jun 19, 2023

## **SCHEDULE G**

## **PROPOSED MANAGEMENT AGREEMENT**



## **CONDOMINIUM COMMON PROPERTY MANAGEMENT AGREEMENT**

**THIS AGREEMENT** made effective TBD

**BETWEEN:**

**Michael's Park Landing B (Phase 2) (Condominium Corporation #TBD)**  
a corporation incorporated under the laws of the Province of Alberta (the  
"Corporation")  
**OF THE FIRST PART**

**- and -**

**Converge Condo Management Inc.**  
a corporation incorporated under the laws of the Province of Alberta (the "Manager")  
**OF THE SECOND PART**

### **WHEREAS:**

A. The Corporation is the registered owner of certain lands and premises described as the condominium complex located at 4115 – 76 St Edmonton, in the Province of Alberta, project known as "Michael's Park Landing B (Phase 2)" (the "Property"); and effective TBD, the Corporation desires to have the Manager manage the Property for the purpose of providing cost consulting reports.

B. Effective TBD, desires to have the Manager manage the Property on the terms and conditions set out below in this Agreement for the purposes of interim management.

C. Effective TBD, desires to have the Manager manage the Property on the terms and conditions set out below in this Agreement for the purposes of management subsequent to developer turnover.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and covenants herein contained, the parties hereto agree as follows:

### **1. Definitions**

1.01 For the purposes of this Agreement, the following words shall have the following meanings unless the context requires otherwise:

**"Act"** means the *Condominium Property Act (Alberta)* as amended from time to time;

**"Board"** means the Board of Directors of the Corporation;

**"By-laws"** means the by-laws of the Corporation and includes the rules and regulations of the Corporation and any amendments or additions thereto.

**"Condominium Plan"** means Condominium Plan #TBD as registered at North Alberta Land Titles Office;

**"Corporation"** means the Condominium Corporation which is named Michael's Park Landing B (Phase 2).

**"Emergency Situation"** means a condition or situation or circumstance which, if not remedied or attended to without delay, would potentially result in damage or further damage to the Property or risk of physical impairment of persons present on the Property;

**"Major Cause"** means the willful misconduct or negligence of Converge in performing its duties and obligations under this Agreement, or any other substantial default by Converge under this Agreement;

**"Management Fee"** means the fee payable by the Corporation to the Manager in each Management Year and shall equal the sum of:

Twenty dollars per door per month (\$20.00) with the door count to be determined at the beginning of each month comprising of all units that are deemed substantially completed and those units where title has been transferred.

**"Management Year"** means the fiscal year which commences on the 1<sup>st</sup> day of TBD in each year;

**"Net Cash Surplus"** means the gross revenue less the operating expenditures for any Management Year as determined by the Auditor, in accordance with generally accepted accounting principles and practices;

**"Owner"** means an owner of a condominium unit in the Condominium Plan;

**"Operating Expenditures"** means all operating expenditures incurred in the operation, management, supervision, maintenance, repair and upkeep of the Property and the Corporation, including, without limiting the generality of the foregoing:

- (i) principal and interest payments on all loans, mortgages and other financial obligations arranged or agreed upon by the Corporation or its representatives;
- (ii) expenditures in the ordinary course incurred in the operation, maintenance and management of the Property and the Corporation;
- (iii) reasonable reserves to provide for payment of anticipated or future expenditures for major repairs, renewals and replacement of equipment and for contingencies;
- (iv) the Management Fee;
- (v) professional and brokerage fees and commissions payable in the ordinary course of business;

- (vi) all other costs, charges, expenses and disbursements which are incurred on behalf of the Corporation or the Board and are attributable to the Property;

**"Property"** means the common property of the Corporation.

1.02 By mutual written agreement of the parties, Schedule "A" to this Agreement may be revised from time to time.

## **2. Appointment of Manager**

2.01 Subject to the terms hereof and to the limitations contained in the By-laws, and as set out in the attached Schedule "A", the Corporation hereby appoints Converge as its exclusive agent to perform, in accordance with this Agreement and such other policies as may be adopted from time to time by the Board, all routine management as required by the Corporation and the Board in respect of administration, supervision, maintenance, repairs and upkeep of the Property (hereinafter called the "Operations").

2.02 During the term of the appointment set out in paragraph 2.01 above, the Corporation hereby appoints Converge its true and lawful attorney to carry out and perform all powers, rights, duties and obligations imposed on the Corporation by the Act, by any other act or competent authority and the By-laws or otherwise, and hereby ratifies and confirms all acts of Converge as attorney for the Corporation, subject to Schedule "A" hereto, provided however, and notwithstanding that if such act or step involves an expenditure of more than One-Thousand Dollars (\$1,000.00) in excess of the amount authorized by the current budget, Converge shall first obtain the Board's consent to such expenditure, and provided further that Converge may act as the Corporation's attorney without the Board's consent in an Emergency Situation.

2.03 The Corporation agrees to pay or cause to be paid to Converge, in each month of the Management Year, one-twelfth of the annual Management Fee.

2.04 In connection with the appointment, the Corporation grants Converge the right to attend all meetings of the Corporation and the Board. Converge shall not have any voting rights at any such meeting.

## **3. Acceptance of Appointment**

3.01 Converge hereby accepts the appointment as Manager hereunder and covenants and agrees with the Corporation, at the Corporation's sole cost and expense except as specifically provided herein, to manage, operate, maintain, keep up, repair, supervise and administer the Property in like manner as a prudent owner would and to observe and perform all of the duties and responsibilities and provide all of the services which are necessary or incidental to such appointment or required by the terms and covenants herein contained, by the By-laws and by any competent authority, subject to Schedule "A" hereto.

3.02 In the performance of its rights, duties and responsibilities hereunder, Converge shall employ competent and professional personnel.

3.03 Converge shall cause a representative to attend monthly and annual meetings of the Corporation and the Board when such attendance is reasonably requested.

#### **4. Additional Powers and Obligations of Manager**

4.01 In addition to the general powers and duties of Converge conferred herein and without restriction to same, Converge shall, subject to such limitations or policies as may from time to time be instituted by the Board, perform any of the following as required, as true and lawful attorney for the Corporation:

- (a) perform such actions as may be required, necessary or expedient to carry out, maintain and enforce all of the Corporation's rights, powers and obligations under the Act, any other act and the By-laws and do all other acts and things as may reasonably be required subject to Schedule "A" hereto so as to carry out the true intent and meaning of the appointment;
- (b) make all assessments under the By-laws which may be necessary or expedient in order to enforce or carry out, as the case may be, the Corporation's rights, powers, duties and obligations under the Act or the By-laws;
- (c) collect, adjust or settle all assessments, debts, claims, demands and disputes and any other matter which may subsist or arise in connection with the Property and take whatever action is directed by the Board to enforce the performance of any obligations by any other party in favour of the Corporation and to conduct such litigation as it may deem necessary to establish and defend the rights of the Corporation and the Owners;
- (d) remit payment for all contracts and arrangements which the Board may consider necessary and expedient for Operations of the Property, including, without restricting the generality of the foregoing, labour and employment contracts, insurance premiums, contracts for utilities, repair and maintenance contracts, and building and supervision contracts;
- (e) provide accounting, bookkeeping and clerical services in connection with the provision of its services and the performance of its duties and obligations hereunder;
- (f) provide general advice with respect to all such repairs, alterations, improvements and additions to be made by the Board which it considers necessary in order to keep the Property and the grounds in a state of good condition and repair;
- (g) remit payment to all persons considered by the Board to be necessary for the proper maintenance and operation of the Property and to pay or cause to be paid the wages and other remuneration of such persons;
- (h) pay all municipal realty taxes, rates and assessments as they become due and payable from time to time;
- (i) take all steps as may be reasonably necessary to maintain law and order on the Property and to preserve the assets of the Owners and of the Corporation and to protect the Property, the Corporation and its servants, agents, licensees and invitees;
- (j) cause the Property to be insured against such losses as may reasonably be required by the Board, the Act or the By-laws and review the insurance policies with the Board no less frequently than once each Management Year;
- (k) pay all bills and accounts incurred in the Operations of the Property as they become due, subject to Schedule "A" hereto, or at such earlier date as may allow the Corporation to take advantage of discounts or to avoid interest on late payments, such bills and accounts to include, without limiting the generality of the foregoing, utility charges, insurance premiums, heating and cooling charges,

painting and decorating of common areas, grounds keeping costs, costs of repairs and maintenance and other operating expenditures incurred in the Operations of the Property and not otherwise provided for in this agreement;

- (l) give and render at all proper times all notices and statements required to be sent to any party, including the Owners, the Board and the Corporation, in respect of the Property;
- (m) take such steps as may be within its power to do so to ensure that all restrictions and obligations with respect to the Property imposed upon the Corporation and the Owners or for which the Corporation may be liable at law are observed and fulfilled;
- (n) when authorized and directed to do so by the Board, borrow, invest, raise and secure the payment of monies for and on behalf of the Corporation;
- (o) establish reserves in such amounts and for such purposes as the Board may from time to time direct;
- (p) do all such other things which Converge may consider necessary or expedient subject to Schedule "A" hereto in order to effectively carry out its duties and obligations and provide its services hereunder;
- (q) without limiting the generality of the foregoing, but subject to Schedule "A" hereto, be responsible for the maintenance of all common property that resides on completed units which is to include cleaning, painting; maintenance of lawns, flower beds, shrubs, trees (i.e. moving, cutting, trimming, pruning, cultivating, fertilizing, watering and aerating); spring & fall clean-ups; clearing snow, slush and debris from and maintaining common driveways, parking areas and walkways; and conducting periodic inspections of the property.

## **5. Services and Expenses**

5.01 The cost of the following services shall be included in the Management Fee:

- (a) all accounting costs in respect of the Property and the Corporation, but specifically excluding any extraordinary or auditing costs;
- (b) the costs of the services rendered by the supervisory personnel of Converge who are included within the scope of Schedule "A";

provided, however, and notwithstanding the foregoing, that all other costs of Converge in respect of the services provided hereunder, including, without restricting the generality of the foregoing, the costs of those services and outlays which are directly or indirectly rendered specifically in respect of the Property and the Corporation shall be performed at the cost of the Corporation.

5.02 The Corporation hereby acknowledges that the performance by Converge of its covenants and obligations hereunder shall be limited to the extent of the funds of the Corporation in the possession of Converge.

## **6. Term**

6.01 Converge's appointment hereunder shall be for a term of one year, commencing on the date of this Agreement. Upon receipt of written notice, the contract termination date shall be 30 days after the first day of the subsequent month.

- 6.02 Notwithstanding termination of the Manager's appointment, the Corporation shall continue to be responsible for the payment to the Manager of any reasonable operating expenditures incurred by the Manager after such termination (where committed to prior to receipt of the notice of termination), and for any termination or other costs incurred where the Corporation directs that the Manager terminate commitments pertaining to the goods or services to be provided for the benefit of the Corporation.

## **7. Special Covenants of Corporation**

7.01 The Corporation shall give Converge reasonable notice of all meetings of the Board and of the Corporation and shall provide Converge with all notices and communications which may directly or indirectly relate to the Property or to the performance of Converge's services hereunder.

7.02 The Corporation shall reimburse Converge promptly for any monies which Converge may elect to advance for the account of the Corporation, subject to the limitations of this Agreement and of the By-laws, provided that nothing herein contained shall be construed so as to obligate Converge to make any such advance.

7.03 The Corporation shall designate one member of the Board to be the duly authorized representative of the Board and of the Corporation and Converge shall be authorized hereunder to receive directions and communications from the Board and the Corporation only through such representative, unless and until the Board shall instruct Converge otherwise. Any and all such directions and communications shall only be binding upon Converge if the same are in writing. In the absence of such designation by the Board, the Chairman of the Board shall be deemed to be the duly authorized representative.

7.04 The Corporation further agrees to maintain insurance covering the Owner and Converge adequate to protect their interests and inform, substance and amounts reasonably, satisfactory to Converge and to permit Converge to be named "additional named insured" on the Owner's Certificate of Insurance.

## **8. Budget**

8.01 Upon signing of the management agreement, A budget will be supplied to Rohit Group to be included within disclosure documents. At least 60 days prior to the beginning of each Management/Fiscal Year during the term of this Agreement, Converge shall submit in writing to the Board a proposed budget for the next ensuing Management Year (the "Budget") setting forth a categorized list of the Operating Expenditures for the ensuing Management Year, based on Converge's best estimate. If the Board disapproves the proposed Budget, Converge shall submit a revised Budget within 10 days of such disapproval. If the revised Budget is not approved by the Board, the parties shall continue to be governed by the Budget for the previous Management Year. Converge will at all times hold itself available for consultation with the Board for the purpose of establishing or revising the Budget.

8.02 Subject to the terms hereof, Converge shall not make any single expenditure in excess of the amount authorized for such expenditure by the Budget, or in any case in excess of One-Thousand Dollars (\$1,000.00), unless it is required to make the expenditure in an Emergency Situation or to keep any part of the Property in good standing or to comply with any law, rule, order or regulation, or unless it is reasonably necessary to continue the Operations in accordance with good management practice and, in such event, Converge may make such expenditure and shall forthwith advise the Corporation in writing thereof.

## **9. Trust Account**

Converge shall collect all of the assessments which the Corporation may make pursuant to the By-laws and deposit them in an account in the Corporation's name in a financial institution mutually acceptable to the Corporation and Converge (herein called the "Trust Account") and Converge shall apply and pay out of the same the amount of the Operating Expenditures.

## **10. Books and Records**

10.01 Converge shall render to the Corporation annually, within 90 days following the expiration of each Management Year, a statement of receipts and disbursements for the preceding Management Year. The statements shall be in such form as may from time to time be agreed upon by Converge and the Corporation.

10.02 Converge shall at all times maintain accurate and complete books of accounts and records with respect to its appointment and all transactions enter into in the performance of its services under this Agreement. The Corporation and its duly appointed representatives shall have the right at all reasonable times to inspect the said books and records. Converge shall make available to the auditors of the Corporation such books, records, information and material as may be reasonably necessary for the auditors to prepare audited financial statements and carry out their duties to the Corporation.

## **11. Relationship Between Parties**

The relationship between the Corporation and the Manager shall be that of Principal and Agent and, as such, the Manager shall carry out its activities and duties hereunder in accordance with the provisions hereof and in accordance with the policies from time to time stipulated by the Board. Nothing contained in this Agreement shall in any way be construed as creating a partnership between the parties, nor shall either party have any claim against any separate dealings, ventures or assets of the other party.

## **12. Obligations and Compliance with Law**

12.01 Each party shall cause all notices or communications, which may in any way affect the rights, obligations and responsibilities of the other party to be immediately directed or forwarded to the other party.

12.02 The parties hereto agree to comply with all applicable laws, bylaws, regulations or ordinances of all competent authorities having jurisdiction over the Property.

12.03 Converge shall, if so directed by the Corporation, conduct and defend any proceeding, action or motion, in its own name and as attorney for the Corporation.

## **13. Indemnity**

13.01 The Corporation shall indemnify and save harmless Converge, its representatives, servants and agents from all costs, claims and damages which may arise hereunder or in connection with its management of the Property, provided such costs, claims or damages have not arisen as a result of any negligent act or omission of Converge, its representatives, servants or agents or as a result of the default of Converge under the terms of this Agreement.

13.02 Converge shall indemnify and save harmless the Corporation from any claims, loss or damages which the Corporation may suffer or incur by reason of dishonest acts of Converge, its representatives, servants or agents or by virtue of its representatives, servants or agents or any of them exceeding their

authority and Converge warrants to the Corporation that it shall be fully liable to the Corporation for any application of advance received in relation to the Property and any receipts not advanced or received substantially in accordance with the provisions of this Agreement. Converge shall not be obligated in any event to make good any other loss or damage of the Corporation provided Converge, its representatives, servants and agents have acted honestly and in good faith.

#### **14. Notices**

14.01 Except as otherwise expressly provided herein, all notices, reports and other communications required or permitted hereunder shall be deemed to have been properly given or delivered when delivered personally to an officer of the party at the office of the party to whom they are intended to be given or when sent by facsimile, by electronic email or by registered mail with all postage and charges fully prepaid and addressed to the parties hereto respectively, as follows:

11810 Kingsway NW  
Edmonton, AB  
T5G 0X5

To the duly authorized representative of the Corporation designated under clause 7.03, in care of his/her unit.

If mailed by regular mail within Canada, such notice shall be deemed to have been given and received on the third business day following such mailing. If such notice is delivered, sent by facsimile or by electronic email, such notice shall be deemed to have been given and received on the same day as delivered or sent.

14.02 Subject to clause 14.01, the minutes of Board Meetings shall be provided to Converge and shall serve as sufficient notice to Converge wherever such minutes reflect the Board's approval of activities which it agrees shall be undertaken by Converge.

#### **15. General**

15.01 Each of the parties shall, from time to time and at all times, do all such further acts and execute and deliver all such further documents as shall be reasonably required in order to fully perform and carry out the terms of this Agreement.

15.02 This Agreement represents the entire understanding and agreement between the parties concerning the subject matter hereof and supersedes any previous agreement or understanding, written or oral, implied or expressed, between the parties, and it is expressly agreed between the parties that no implied covenant, condition, term or reservation shall be read into this Agreement relating to or concerning such subject matter that is not specifically contained herein.

15.03 Converge shall not be at liberty to assign this Agreement but may delegate to other parties any of the functions or duties hereunder which may be customarily or reasonably delegated to others in the normal course of business.

15.04 Wherever in this Agreement the singular number or masculine gender occurs, the same shall be respectively construed as the plural or feminine or neuter, as the case may be and as the context may require.

15.05 Upon the expiration or earlier termination of this Agreement, Converge agrees to deliver to the Corporation all operating and maintenance agreements and such other of its operating records,

bookkeeping and accounting records and ancillary documents as may be in its possession to enable the Corporation to assume the subsequent operation and management of the Property.

15.06 Whenever in this Agreement it is provided that anything be done or performed and such provisions are subject to unavoidable delays, neither the Corporation nor Converge shall be regarded as being in default in the performance of any obligation hereunder during the period of any unavoidable delay relating thereto which is outside their reasonable control, and each of them shall notify the other of the commencement duration and consequence (so far as the same is within the knowledge of the party in question) of any unavoidable delay affecting the performance of any of its obligations hereunder.

15.07 The headings of all clauses in this Agreement are inserted for convenience of reference only and shall not affect the construction thereof.

15.08 Time shall be of the essence hereof.

15.09 This Agreement shall, subject to the provisions of paragraph 15.03, be binding upon and ensure to the benefit of the parties hereto and their respective executors, administrators, successors and assigns.

15.10 This Agreement shall be construed in all respects according to the laws of the Province of Alberta.

15.11 All terms, covenants, provisions and conditions of this Agreement shall run with and be binding upon the said Property during the term hereof.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

**Converge Condo Management Inc.**

**Condominium Corporation  
#TBD**

**By:** \_\_\_\_\_  
Print name and office of signing Officer

**By:** \_\_\_\_\_  
Print name & office of signing Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## **SCHEDULE "A"**

**To a Condominium Management Agreement between Michael's Park Landing B (Phase 2 and  
Converge Condo Management Inc.**

**dated TBD**

### **DUTIES OF CONVERGE**

#### **Administrative Services**

1. Attend monthly meetings with the Board. Any meetings in excess of two hours may be subject to \$100 per hour administrative fee.
2. Provide Estoppel Certificates stamped with the Condominium Corporation Seal when required at a fee in line with the Condominium Property Act. For the developer, a fee of \$25.00 will apply.
3. Provide Information Statements when required at a fee payable in line with the Condominium Property Act.
4. Arrange and attend all Annual General Meetings, including complying with all legal notice requirements. Documents shall be electronically distributed. If documents to be printed exceed 200 pages, documents can be printed at a cost of \$0.20 per page.
5. Correspondence with and, if required, legal action at the direction of and on behalf of the Board of Managers, against owners or tenants in violation of the By-laws.
6. Advise the Board with respect to professional consultants and fees, including legal counsel, insurance brokers, appraisers, survey companies, accounting firms, auditors, contractors.
7. Arrange insurance appraisals as required, obtain bids from various insurance brokers and keep the Board informed of all insurance requirements. On direction from the Board, place insurance with broker. Assist the Board with the handling of any insurance claims.
8. Provide services related to insurance claims at a rate of \$125.00 per hour, in addition to the costs of any external legal or other assistance. The Manager's time spent on insurance claims at the allowable rate of \$125.00 per hour shall be included in such claims for payment but only when paid by the insurance company.
9. When asked by the Board, work as a liaison between project managers and the Board for significant cost projects, attending status update meetings and reporting back to the Board for a fee of \$105.00 per hour.
10. Receive, deposit, account, and oversee special levy payments which includes providing notices, updating preauthorized debit payments, and maintaining payment detail within the condominium corporation's financial statements for a fee of \$2.00 per door for each month collection is required.

11. Maintain all required condominium documents, plans and blueprints.
12. Provide emergency service on a 24-hour per day, 7 day per week basis.
13. Provide general advice and expertise to assist the Board in decision-making.
14. Register any changes of address for service or change in the Board members with the Land Titles Office.
15. Keep the Board informed of new legislation in regards to the Condominium Property Act.
16. Maintain the Property Converge Connect portal by uploading all board approved documents in a timely manner available for all owners to see (Bylaws, meeting minutes, financial statements, welcome package, policies & rules etc.).
17. In order to manage the integrity of the owner parking facilities, the Manager may undertake to manage parking ticketing with the City of Edmonton, provided that as such activities can be time consuming, the Manager may provide billings for reasonable costs allocated that are in excess of funds received from ticketing.
18. Aid in the development of cost consulting reports (CCR) for the developer for a fee of \$120.00 per completed CCR.

#### Financial Services

1. Receive, deposit and account for monthly condominium fees and miscellaneous income in a trust account in a financial institution acceptable to the Corporation.
2. Disburse funds on behalf of the Corporation for service contracts and any repairs reasonably required for the common property. Services and supplies ordered directly by the Board will require the approval of the President prior to payment. The Manager will accept no liability for any late payment penalties incurred due to any delay in receipt or approval of invoices.
3. Prepare and distribute a monthly statement of receipts and disbursements and a list of owners who are in arrears in condominium fees or other amounts owed to the Corporation.
4. Maintain the General Ledger and other supporting the external providers of financial and audit services/documentation.
5. Prepare for the Board's approval an operating budget and fee schedule prior to the commencement of the Corporation's fiscal year.
6. Service notice of contribution arrears to individual owners.
7. Prepare an annual statement of receipts and disbursements of the preceding fiscal year as compared with the budget for that year.
8. Manage the Corporation's funds as directed by the Board in the form of secured term deposits or such other investment as the Board may determine appropriate.
9. Register Caveats as directed by the Board.

10. Provide information and assist in any way possible the auditors chosen by the Board.

#### Condo Management Services

1. Provide advice to Board, obtain quotes and negotiate contracts with respect to:
  - (a) Maintenance of common property,
  - (b) emergency repairs as required,
  - (c) installation, maintenance and repair of equipment,
  - (d) landscaping and snow removal,
  - (e) garbage removal,
  - (f) housekeeping.

Converge Condo Management will inform the Condo Board that Termination of the Snow Removal and Landscaping contracts must be pre-approved by the developer for a period of 2 years after completion of the project and any new landscaping or snow removal company hired within the 2 years after completion date must assume responsibility and warrant all work for the same period the prior contractor warranty would have been in place.

2. Provide advice, obtain quotes and negotiate contracts with respect to major contractual work, which may be required, including structural, engineering, and other required reports.



## **DISCLOSURE DOCUMENTS**

MICHAEL'S PARK LANDING PHASE 2 (SITE B)

Jun 19, 2023

## **SCHEDULE H**

**PROPOSED BUDGET, DESCRIPTIONS OF UNIT  
FACTORS AND ESTIMATED CONDOMINIUM FEES**

# Michael's Park Landing B (Phase 2) Operating Budget

OPERATING REVENUE	Total Budget
<b>Revenue</b>	
Condo Fees	126,153
<b>Total Revenue</b>	126,153
<b>OPERATING EXPENSE</b>	
<b>Maintenance</b>	
Snow Removal	17,000
Landscaping	14,200
Weed Control & Fertilization	900
Tree & Shrub Maintenance	1,800
Exterior Lot Maintenance	1,000
Exterior Building Maintenance	3,600
Eavestrough Cleaning	1,600
<b>Total Maintenance</b>	40,100
<b>Utilities</b>	
Electricity / Power	960
Water	600
<b>Total Utilities</b>	1,560
<b>Administratation</b>	
Management Fees	16,800
Bank Charges	480
Administration Expenses	480
Insurance and Appraisal	43,800
<b>Total Administration</b>	61,560
<b>Other</b>	
Professional Fees	3,000
Fire Hydrant Inspection	300
Insurance Appraisal	433
<b>Total Other</b>	3,733
<b>Reserve Fund</b>	
Reserve Fund Contributions	19,200
<b>Total Reserve Fund</b>	19,200
<b>TOTAL EXPENSE</b>	126,153
	-

Prepared by: Converge Condo Management - Jeremy Dalglish - 1-10-2022

**ALLOCATION OF UNIT FACTORS  
MICHAEL'S PARK LANDING PHASE 2 (SITE B) TOWNHOMES  
Edmonton, Alberta**

As a general rule, the condominium corporation will raise the funds required to meet its expenses by levying condominium fees to the owners of completed units, based on the unit factors associated with that unit, subject to any rights to allocate fees on a different basis as set out in the condominium bylaws. Unit factors are to be allocated based on the following principles:

- a) The *Condominium Property Act* specifies that the total of Unit Factors must be 10,000.
- b) Surface parking units have been allocated 1 unit factor.
- c) The remaining unit factors are allocated among residential units based on their relative areas and on model types.
- d) The developer reserves the right to adjust unit factors as it sees fit, as long as new unit factors are consistent with the general basis for allocation as set out above.
- e) In order to ensure that there are enough unit factors available for all the units, some units may have their unit factors increased or decreased by a minor amount.
- f) Proposed Unit factors for all units are shown on the unit factor table printed on the front page of the proposed condominium plan.

**ESTIMATED CONDOMINIUM FEES  
MICHAEL'S PARK LANDING PHASE 2 (SITE B) TOWNHOMES  
Edmonton, Alberta**

The condominium corporation will raise the funds it requires to pay for common expenses (snow removal, lawn maintenance, insurance, etc.) by adopting a budget and assessing condo fees to the owners of condominium units.

The project's bylaws specify that condominium fees are to be assessed to all units (in substantially completed phases) based on their relative unit factors. Units owned by the condominium corporation and units in phases which are not substantially complete are not assessable.

Professional property managers have estimated that operating costs (for the first full year of normal operations) should be \$126,153. The following page shows the unit factors and the estimated monthly condominium fees for each unit in the project.

If the Closing Date occurs before Condominium Fees have been assessed, Purchasers will be required to pay the Developer maintenance fees equal to 80% of the proposed condominium fees (as shown in the developer's disclosure package) to help cover project management costs (utilities, snow removal, insurance, etc.).

This schedule is provided in accordance with Section 12.2(c) and 12.2(d) of the *Condominium Property Act*.

Unit Number	Unit Factor	Condo Fee	Unit Number	Unit Factor	Condo Fee	Unit Number	Unit Factor	Condo Fee
1	1	\$ 1	31	179	\$ 188	61	179	\$ 188
2	1	\$ 1	32	179	\$ 188	62	179	\$ 188
3	1	\$ 1	33	179	\$ 188	63	179	\$ 188
4	1	\$ 1	34	179	\$ 188	64	179	\$ 188
5	1	\$ 1	35	179	\$ 188	65	179	\$ 188
6	1	\$ 1	36	179	\$ 188	66	179	\$ 188
7	1	\$ 1	37	179	\$ 188	67	179	\$ 188
8	1	\$ 1	38	179	\$ 188	68	179	\$ 188
9	1	\$ 1	39	179	\$ 188	69	179	\$ 188
10	1	\$ 1	40	179	\$ 188	70	179	\$ 188
11	1	\$ 1	41	179	\$ 188	71	179	\$ 188
12	1	\$ 1	42	179	\$ 188	72	179	\$ 188
13	1	\$ 1	43	179	\$ 188	73	179	\$ 188
14	1	\$ 1	44	179	\$ 188	74	180	\$ 189
15	1	\$ 1	45	179	\$ 188			
16	1	\$ 1	46	179	\$ 188			
17	1	\$ 1	47	180	\$ 189			
18	1	\$ 1	48	179	\$ 188			
19	174	\$ 183	49	179	\$ 188			
20	174	\$ 183	50	180	\$ 189			
21	174	\$ 183	51	179	\$ 188			
22	174	\$ 183	52	179	\$ 188			
23	174	\$ 183	53	179	\$ 188			
24	174	\$ 183	54	179	\$ 188			
25	174	\$ 183	55	179	\$ 188			
26	174	\$ 183	56	179	\$ 188			
27	174	\$ 183	57	179	\$ 188			
28	179	\$ 188	58	179	\$ 188			
29	179	\$ 188	59	179	\$ 188			
30	179	\$ 188	60	179	\$ 188			

Average Condo Fee \$ 188

Total UF 10,000



## **DISCLOSURE DOCUMENTS**

MICHAEL'S PARK LANDING PHASE 2 (SITE B)

June 19, 2023

## **SCHEDULE I**

## **HOME WARRANTY INSURANCE POLICIES**



## The Alberta New Home Warranty Program

Insurance coverage provided by:

# The New Home Warranty Insurance (Canada) Corporation

### HOME WARRANTY INSURANCE POLICY

COVERAGE COMMENCEMENT DATE:	
POLICY NUMBER:	
INSURED:	
RESIDENTIAL BUILDER:	
OPERATING AS:	
MUNICIPAL ADDRESS OF NEW HOME:	
LEGAL DESCRIPTION OF NEW HOME:	
PREMIUM:	

Please read this Policy carefully as it contains important information about your home warranty insurance coverage.

***This Policy contains a clause which may limit the amount payable.***

#### A. DEFINITIONS

In this Policy, the following terms have the following meanings:

- (a) "Accredited Representative" means a person or entity with designated authority to act for matters specified by the Warranty Provider on behalf of the Warranty Provider, and may include the Residential Builder;
- (b) "Act" means the *New Home Buyer Protection Act*;
- (c) "Building Envelope" means the collection of components that separate conditioned space from unconditioned space, the exterior air or the ground, or that separate conditioned spaces intended to be conditioned to temperatures differing by more than 10°C at design conditions;
- (d) "Claims Assessment Report" means that written document issued by the Warranty Provider and setting out the Warranty Provider's assessment decision with respect to the Claim;
- (e) "Common Facilities" means:
  - (i) property managed by a condominium corporation pursuant to its bylaws; and
  - (ii) a unit in a building described in a condominium plan, or any portion of the unit, that includes all or part of one or more of:
    - (A) the Building Envelope;

- (B) a Delivery and Distribution System that serves two or more units;
- (C) a load-bearing part;
- (D) any Common Property as defined in section 14(1)(a) of the *Condominium Property Act*; and
- (E) any area subject to an easement in favour of another unit;

whether or not that unit or portion of a unit is intended for residential occupancy;

- (f) "Common Property" means so much of the parcel as is not comprised in a unit shown in a condominium plan, but does not include land shown on the condominium plan that has been provided for the purposes of roads, public utilities and reserve land under Part 17 of the *Municipal Government Act*;
- (g) "Defect" or "Defects" means any design, construction, or material used in the construction of, Reconstruction of, or the components of the New Home discovered after the commencement of the warranty coverage and are captured under this Policy that:
  - (i) are contrary to the Alberta Building Code;
  - (ii) require repair or replacement due to the negligence of the Residential Builder or those it is legally responsible for;
  - (iii) constitute an unreasonable health or safety risk; or
  - (iv) have resulted in material damage to the New Home;
- (h) "Defects in the Building Envelope" means Defects that result in the failure of the Building Envelope to perform its intended function;
- (i) "Delivery and Distribution Systems" include electrical, gas, plumbing, heating, ventilation and air-conditioning systems to which the *Safety Codes Act (Alberta)* applies and any other systems prescribed as Delivery and Distribution Systems including:
  - (i) private sewage disposal systems that:
    - (A) serve a single property;
    - (B) are designed to receive no more than 25 m<sup>3</sup> of sewage each day; and
    - (C) are designed to dispose of sewage either on the property that the system serves or in a holding tank; and
  - (ii) all components of a Delivery and Distribution System in the New Home that are:
    - (A) present on the Commencement Date of this Policy; and
    - (B) installed during construction by the Residential Builder of the New Home;

but excluding any fixtures and appliances that are attached to a Delivery and Distribution System and that are subject to a manufacturer's warranty;
- (j) "Extended Building Envelope Coverage" means optional additional warranty insurance coverage for Defects in the Building Envelope for an additional 2 year period;

- (k) "Homeowner Portal" means the internet account held by the Insured with the Warranty Provider at the web address [www.anhwp.com/homeowner](http://www.anhwp.com/homeowner);
- (l) "Multiple Family Dwelling" means a building containing 2 or more dwelling units;
- (m) "New Home" means a building, or a portion of a building, that is newly constructed or that is being constructed and is intended for residential occupancy and in respect of which the protection period has not expired, and includes:
- (i) a self-contained dwelling unit that:
    - (A) is detached;
    - (B) is attached to one or more other self-contained dwelling units; or
    - (C) includes a secondary suite;
  - (ii) Common Property, Common Facilities and other assets of a condominium corporation;
  - (iii) any building or portion of a building that is of a class prescribed as a class of New Home to which the Act applies;
  - (iv) a building that is intended for residential occupancy and that is a Reconstruction; and
  - (v) a manufactured home;
- but does not include a hotel, motel, dormitory, care facility, relocatable work camp or any building exempted by the Regulations from the definition of New Home;
- (n) "Owner Builder" means an individual who builds or intends to build a New Home for personal use with a valid authorization issued by the Registrar and includes any builder prescribed as an Owner Builder to which the Act applies;
- (o) "Reconstruction" means a change, addition, alteration or repair to a building that is intended for residential occupancy and that is a building where after a change, alteration or repair to the building, at least 75% of the enclosed square footage of the building above the foundation at the completion of the change, alteration or repair is new. For clarity, a change, addition, alteration or repair to a building's surfaces, fixtures or decorations is not a Reconstruction for the purposes of this Policy;
- (p) "Recorded Mail" means a form of document delivery by mail or courier in which receipt of the document must be acknowledged in writing as specified in Part 11: Service of Documents in the *Alberta Rules of Court* (AR 124/2010);
- (q) "Residential Builder" means a person who engages in, arranges for or manages all or substantially all of the construction or Reconstruction of a New Home, or agrees to do any of those things, and includes a general contractor, but does not include an Owner Builder;
- (r) "Structural Defect" or "Structural Defects" means any Defect in the materials, labour and design that results in the failure of a load-bearing part of the New Home and any Defect that causes structural damage that materially and adversely affects the use of the New Home for residential occupancy;
- (s) "Warranty Provider" means The New Home Warranty Insurance (Canada) Corporation.

## B. WARRANTY INSURANCE COVERAGE

The Warranty Provider agrees to the repair or replacement of Defects and Structural Defects in the New Home in accordance with the terms and conditions of this Policy.

In the event of Reconstruction, the warranty insurance coverage provided in this Policy applies to all elements of the New Home, including those areas retained or not reconstructed.

The Warranty Provider is not responsible for any warranty other than the warranty insurance coverage provided by this Policy.

#### C. INSURANCE POLICY TERMS

The Warranty Provider shall only be liable to the Insured to the extent set out in this Policy.

In the event the Warranty Provider is obligated to repair or replace a Defect or Structural Defect, the Warranty Provider shall determine the reasonable costs associated with the repair or replacement of such Defect or Structural Defect. Notwithstanding the foregoing, the Warranty Provider may elect to provide financial compensation to the Insured, up to the Policy limit, in an amount equal to the cost of repair or replacement of such Defect or Structural Defect less any mitigation expenses, additional living expenses, costs of any investigation, engineering and design required for the repairs, and costs of adjusting and supervision of repairs (including professional review) paid by the Warranty Provider in lieu of actual repair or replacement of such Defect or Structural Defect.

In the event financial compensation is provided to the Insured in lieu of repair or replacement of a Defect or Structural Defect, the Warranty Provider will have no further liability for the Defect or Structural Defect or any consequential damages arising from the Defect or Structural Defect for which financial compensation was paid.

#### D. COVERAGE EXCLUSIONS AND EXEMPTIONS

The following are excluded or exempt from the warranty insurance coverage:

- (a) any non-residential use area and any construction or Reconstruction associated with a non-residential use area;
- (b) site grading and surface drainage except as required by a building code, and not including subsidence beneath footings of a home or under driveways or walkways;
- (c) utility services;
- (d) septic tanks and septic or absorption fields, unless constructed or otherwise provided by the Residential Builder;
- (e) home appliances, including but not limited to, refrigerators, stoves, ovens, garbage disposal units, dishwashers, microwaves, clothing washers, clothing dryers and freezers;
- (f) water wells, except equipment installed for the operation of the water well where the equipment is part of a Delivery and Distribution System;
- (g) the quality or quantity of water from a municipal water supply, a water well or any other source;
- (h) any component of a Registered Historic Resource or Provincial Historic Resource that is being converted from commercial to residential use, where that component has been exempted from the application of any provision contained in any building code pursuant to Section 51 of the *Historical Resources Act*;
- (i) designs, materials or labour supplied by anyone other than the Residential Builder or the employees, agents or subcontractors of a Residential Builder, but not including any designs, material or labour retained by the Residential Builder or by an Owner Builder in a Reconstruction; and
- (j) detached parking garages, detached amenity buildings, detached recreation facilities and detached swimming pools are exempt from the definition of a New Home and warranty insurance coverage.

**E. LOSS OR DAMAGE EXCLUSIONS**

Any loss or damage resulting from the following is excluded from home warranty insurance coverage:

- (a) contractual related issues between the Insured and the Residential Builder;
- (b) weathering, normal wear and tear, deterioration or deflection consistent with normal industry standards;
- (c) normal shrinkage of materials caused by drying after construction;
- (d) substantial use of the residence for non-residential purposes;
- (e) negligent or improper maintenance or improper operation of the New Home or anything in the New Home by anyone other than the Residential Builder or its employees, agents or subcontractors;
- (f) alterations to the New Home by anyone other than the Residential Builder or its employees, agents or subcontractors;
- (g) changes to the grading of the ground by anyone other than the Residential Builder, or its employees, agents or subcontractors;
- (h) insects, rodents or other animals, unless the damage results from non-compliance with a building code by the Residential Builder or its employees, agents or subcontractors;
- (i) acts of nature;
- (j) bodily injury, disease, illness or death resulting from any cause;
- (k) damage to personal property or real property that is not part of a New Home;
- (l) contaminated soil, except where supplied by or through the Residential Builder and the Residential Builder knew or ought to have known that the soil was contaminated;
- (m) subsidence of the land around a New Home or along utility lines, not including subsidence beneath footings of a New Home or under driveways or walkways;
- (n) diminished value of a New Home or any component of a New Home;
- (o) deficiencies that have been agreed to between a Residential Builder and the Insured prior to or at the time of possession;
- (p) defects that have been caused or substantially contributed to by a change that is material to the risk and is within the control and knowledge of the Insured;
- (q) fire, explosion, smoke, flooding or sewer back-up;
- (r) loss of income or opportunity;
- (s) loss of enjoyment, use or benefit of the New Home;
- (t) inconvenience or distress to the owner; and
- (u) any professional fees, including legal, consulting or medical costs.

**F. POLICY TERMINATION**

The Warranty Provider may only terminate this Policy before coverage begins by giving the Residential Builder 15 days' notice of termination by Recorded Mail or 5 days' written notice of termination personally delivered. Notwithstanding anything contained herein, the 15-day period starts to run on the day the notice is sent by Recorded Mail or notification of it is delivered to the Residential Builder's postal address.

In the event the Warranty Provider terminates this Policy:

- (a) the Warranty Provider must refund the excess of premium actually paid by the Residential Builder over the prorated premium for the expired time; and
- (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.

**G. TRANSFER OF WARRANTY INSURANCE COVERAGE**

In accordance with Policy Condition K.(g), the Warranty Provider acknowledges and agrees that no notice to the Warranty Provider is required upon transfer of title of the New Home to a subsequent homeowner or, in the case of Common Property or Common Facilities, a change in the condominium corporation.

The remaining coverage under this policy shall be automatically transferred to the subsequent owner or condominium corporation, as applicable, subject to the terms and conditions of this policy, at which point such subsequent owner or condominium corporation shall be considered the Insured and shall be bound to comply with all obligations of the Insured and be subject to all provisions of this policy.

Whether or not it is disclosed to a subsequent Insured by the Insured and notwithstanding any other provision of this Policy, prior actions or obligations of the Insured shall be binding upon any subsequent Insured and, in particular, any previous acts, omissions, defaults, or agreements of any kind made by the Insured with the Residential Builder or the Warranty Provider shall be binding upon any subsequent Insured.

**H. INSURED OBLIGATIONS**

The Insured shall:

- (a) adhere to all timelines outlined in this policy;
- (b) notify the Warranty Provider of any change in the Municipal Address and/or the Legal Description of the New Home in accordance with section J below;
- (c) with the exception of Policy Condition K.(c) regarding mitigation, the Insured will not undertake any unilateral action or remedy regarding the repair or replacement of any Defect or Structural Defect without the specific prior written consent of the Warranty Provider; and
- (d) further to Policy Condition K.(d) regarding entry and control, when necessary, allow the Warranty Provider or their Accredited Representatives access to the New Home for the purpose of assessing, repairing and/or replacing any Defect or Structural Defect, Monday through Friday, excluding statutory holidays, from 8:00 am to 5:00 pm, or at an alternate time as mutually agreed between the Warranty Provider or their Accredited Representatives and the Insured.

The Warranty Provider shall be subrogated, with respect to any payment made to repair a Defect or Structural Defect, to all the rights of recovery of the Insured against any person who may be responsible for the Defect or Structural Defect and may bring an action in the name of the Insured to enforce those rights. The Insured shall cooperate with the Warranty Provider and do whatever is necessary to secure and exercise those rights.

**I. CLAIM ASSESSMENT AND DISPUTES**

In the event the Insured considers a Defect or Structural Defect exists, the Insured must complete and submit a Request for Assistance (the "Claim") through the Homeowner Portal or in writing to the Warranty Provider either electronically or by mail.

The Warranty Provider will make all reasonable efforts to avoid delays in responding to a Claim, inspection of the Defects identified in the Claim, and scheduling any required repairs.

Upon receipt of the notice of Claim, the Warranty Provider shall promptly make reasonable attempts to contact the Insured and arrange an inspection, to be completed by the Warranty Provider or its Accredited Representatives.

After completion of the inspection, but prior to the release of the Claims Assessment Report, a deductible fee will be requested and payable by the Insured.

The amount of the deductible fee payable by the Insured is:

- (a) for claims related to the Common Property, Common Facilities and other assets of a condominium corporation:
  - (i) \$100.00, not including applicable taxes, for claims relating to Defects in the material and labour not related to Delivery and Distribution Systems; and
  - (ii) \$500.00, not including applicable taxes, for all other claims; and
- (b) for all other claims, \$50.00, not including applicable taxes.

The Warranty Provider will issue a Claims Assessment Report in a reasonable time after the inspection setting out its assessment decision in respect of the Defects identified in the Claim. The Claims Assessment Report will also set out the dispute resolution process available to the Insured.

Every action or proceeding against the Warranty Provider for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*.

If it is determined that repairs of the Defects are to be completed, the repairs will be completed by the Warranty Provider or its Accredited Representatives in a timely manner, with reasonable consideration given to weather conditions and the availability of materials and labour.

The Warranty Provider or its Accredited Representatives may conduct inspections of the Defect repairs until any and all repairs have been completed to the Warranty Provider's satisfaction.

In the event the Insured desires to have the decision in the Claims Assessment Report reviewed, the Insured may elect to proceed with the dispute resolution process set out in Policy Condition K.(f).

**J. NOTICE**

Unless indicated otherwise in this policy, any notice which may be or is required to be given under this policy must be given in writing and may be delivered in person, sent by registered mail postage prepaid or by courier, or delivered electronically either by electronic communication or to the Warranty Provider Homeowner Portal and shall be addressed:

If to the Insured:

Attention: Homeowner  
Email:  
Facsimile:

If to the Warranty Provider: The New Home Warranty Insurance (Canada) Corporation  
c/o The Alberta New Home Warranty Program  
301, 30 Springborough Boulevard SW  
Calgary, Alberta, T3H 0N9  
Attention: Contact Centre  
Email: [contactcentre@anhwp.com](mailto:contactcentre@anhwp.com)  
Facsimile: (403) 253-5062  
Homeowner Portal Address: [www.anhwp.com/homeowner](http://www.anhwp.com/homeowner)

Any notice shall be conclusively deemed to have been given or made on the day upon which such notice is delivered, or if mailed, then on the third business day following the date of the mailing as the case may be, provided that in the case of interruption in the ordinary postal service, any notice given hereunder shall be delivered and not mailed. The parties shall give notice in writing of any change of municipal address or email address, and from and after the giving of such notice, the municipal address or email address therein specified shall be deemed to be the municipal address or email address of the parties for the giving of notices hereunder.

#### K. POLICY CONDITIONS

In these Policy Conditions, unless the context otherwise requires "Insured" means a person insured by the Home Warranty Insurance Policy whether named in the Home Warranty Insurance Policy or not.

##### (a) REQUIREMENTS AFTER DISCOVERY OF DEFECT

Within a reasonable time after the discovery of a Defect in a New Home, the Insured must, if the Defect is covered by the Policy, give notice of the Defect in reasonable detail to the Warranty Provider.

The Warranty Provider may require that the notice from the Insured be in writing.

##### (b) WHO MAY GIVE NOTICE AND PROOF

Notice of a Defect under Policy Condition (a) may be given:

(i) by the agent of the Insured if:

- (A) the Insured is absent or unable to give the notice or make the proof; and
- (B) the absence or inability is satisfactorily accounted for; or

(ii) by any person who has an insurable interest in the New Home, if the named Insured fails or refuses to do so, or in the circumstances described in clause (i) of this Condition.

##### (c) MITIGATION

In the event of loss or damage to a New Home resulting from a Defect, the Insured must take all reasonable steps to prevent further loss or damage to the New Home as a result of the Defect.

The Warranty Provider must pay to the Insured all reasonable and proper expenses incurred in connection with steps taken by the Insured under this Condition.

(d) **ENTRY AND CONTROL**

After a Defect has been reported to the Warranty Provider, the Warranty Provider has an immediate right of access and entry to the New Home by itself and by its Accredited Representatives, who may include the Residential Builder, sufficient to:

- (i) enable them to determine if a Defect exists;
- (ii) make an estimate of the repairs required to rectify the Defect; and
- (iii) make the repairs necessary to rectify the Defect.

(e) **MATERIAL CHANGE IN RISK**

The Insured must promptly give notice in writing to the Warranty Provider or its agent of any change that is:

- (i) material to the risk; and
- (ii) within the control and knowledge of the Insured.

The Warranty Provider may require that the notice from the Insured be in writing.

(f) **IN CASE OF DISAGREEMENT**

In the event of disagreement as to whether a Defect exists, the nature and extent of the repairs or replacements required, the adequacy of repairs or replacements made or the amount of loss or damage, those questions must be determined using the applicable dispute resolution process set out in section 519 of the *Insurance Act* whether or not the Insured's right to recover under the Home Warranty Insurance Policy is disputed, and independently of all other questions.

There is no right to a dispute resolution process under this Condition until:

- (i) a specific demand is made for it in writing; and
- (ii) the proof of loss has been delivered to the Warranty Provider.

(g) **TRANSFER OF TITLE**

If title to the New Home is transferred at any time during the protection period, the Home Warranty Insurance Policy is transferred to the new owner and the new owner is deemed to have given good and valuable consideration to the Warranty Provider under the Home Warranty Insurance Policy.

(h) **ADDITIONAL LIVING EXPENSES**

If a New Home is uninhabitable as a result of a Defect or during the rectification of a Defect, then reasonable living expenses incurred by the Insured will be payable by the Warranty Provider to the Insured to a maximum of \$150.00 per day or such greater amount as may be established from time to time by the Superintendent of Insurance.

The total amount payable under this Condition shall not exceed \$15,000.00 for each period of time the home is uninhabitable while warranty coverage is in effect.

(i) **WARRANTY OF REPAIRS OF DEFECTS**

All repairs and replacements made to rectify Defects are warranted against Defects in materials and labour until the later of the first anniversary of the date of completion of the repair or replacement and the expiry of coverage for that type of Defect under the Home Warranty Insurance Policy.

If an Insured accepts payment from the Warranty Provider in lieu of repairs or replacements to rectify a Defect, then no further warranty coverage applies to the Defect covered by the payment.

(j) **NOTICE**

Written notice to the Warranty Provider may be delivered, or sent by Recorded Mail, to the head office of the Warranty Provider in the province.

Written notice to the Insured may be personally delivered, or sent by Recorded Mail addressed, to the address of the New Home covered by the Home Warranty Insurance Policy.

**L. WARRANTY INSURANCE COVERAGE AND POLICY LIMITS**

(a) **Detached Single Self-Contained Dwelling Unit**

The following warranty insurance coverage and Policy limits apply to a New Home that is a detached single self-contained dwelling unit:

*PROTECTION PERIOD OF WARRANTY INSURANCE COVERAGE*

The 10-year period beginning on the earlier of:

- (i) the date a New Home is first occupied;
- (ii) the date an accredited agency, accredited municipality, or accredited regional services commission grants permission to occupy a New Home; and
- (iii) the date that the transfer of title to the New Home is registered.

*WARRANTY INSURANCE COVERAGE*

The warranty insurance coverage for this type of New Home provides for the following repair or replacement of Defects or Structural Defects:

- (i) Defects in materials and labour for a period of at least one year starting on the date on which the coverage begins;
- (ii) Defects in materials and labour related to Delivery and Distribution Systems for a period of at least 2 years starting on the date on which the coverage begins;
- (iii) Defects in the Building Envelope for a period of at least 5 years starting on the date on which the coverage begins;
- (iv) Defects in the Building Envelope for a period of at least 7 years starting on the date on which the coverage begins, if Extended Building Envelope Coverage has been purchased; and
- (v) Structural Defects for a period of at least 10 years starting on the date on which the coverage begins.

*POLICY LIMITS*

- (i) Subject to (iii), the aggregate limit of liability of the Warranty Provider, with respect to the New Home if constructed by a Residential Builder, is the lesser of:
  - (A) the original purchase price paid to the Residential Builder; and
  - (B) \$265,000.00,
 not including land value, interest and costs.
- (ii) Subject to (iii), the aggregate limit of liability of the Warranty Provider, with respect to the New Home if constructed by an Owner Builder, is the lesser of:
  - (A) the appraised value of the New Home at the time of commencement coverage; and
  - (B) \$265,000.00,
 not including land value, interest and costs.
- (iii) The aggregate limit of liability of the Warranty Provider set out in (i) and (ii) includes any and all:
  - (A) costs of the repair or replacement of the Defect or Structural Defect;
  - (B) mitigation expenses paid by the Warranty Provider to the Insured;
  - (C) additional living expenses paid by the Warranty Provider to the Insured;
  - (D) costs of any investigation, engineering and design required for the repairs; and
  - (E) costs of adjusting and supervision of repairs, including professional review.

(b) **Single Self-Contained Dwelling Unit in a Condominium or Multiple Family Dwelling with Warrantable Common Property or Common Facilities**

The following warranty insurance coverage and Policy limits apply to a New Home that is a single self-contained dwelling unit in a condominium or Multiple Family Dwelling with warrantable Common Property or Common Facilities:

*PROTECTION PERIOD OF WARRANTY INSURANCE COVERAGE*

The commencement of coverage beginning on the earlier of:

- (i) the date a New Home is first occupied; and
- (ii) the date an accredited agency, accredited municipality, or accredited regional services commission grants permission to occupy a New Home.

*WARRANTY INSURANCE COVERAGE*

The warranty insurance coverage for this type of New Home provides for the following repair or replacement of Defects. For clarity, the warranty insurance coverage does not include the Common Property or Common Facilities:

- (i) Defects in the materials and labour for a period of at least one year starting on the date on which the coverage begins; and

- (ii) Defects in materials and labour in Delivery and Distribution Systems for a period of at least 2 years starting on the date on which the coverage begins.

#### POLICY LIMITS

- (i) Subject to (ii), the aggregate limit of liability of the Warranty Provider is the lesser of:

- (A) the original price paid to the Residential Builder; and
- (B) \$130,000.00,

not including land value, interest and costs.

- (ii) The aggregate limit of liability of the Warranty Provider set out in (i) includes any and all:

- (A) costs of the repair or replacement of the Defect or Structural Defect;
- (B) mitigation expenses paid by the Warranty Provider to the Insured;
- (C) additional living expenses paid by the Warranty Provider to the Insured;
- (D) costs of any investigation, engineering and design required for the repairs; and
- (E) costs of adjusting and supervision of repairs, including professional review.

#### (c) **Common Property and Common Facilities in a Condominium or a Multiple Family Dwelling**

The following warranty insurance coverage and Policy limits apply to Common Property and Common Facilities for which a condominium corporation is responsible in a condominium or a Multiple Family Dwelling:

#### PROTECTION PERIOD OF WARRANTY INSURANCE COVERAGE

The 10-year period beginning when:

- (i) the title to an inhabitable unit in the building or in a building in a phase of development of a condominium is transferred from the Residential Builder to a purchaser of a unit in an arm's length transaction; and
- (ii) the Residential Builder has entered into an agreement with a qualified person to have the qualified person prepare a building assessment report for the building or for the phase of development within 180 days of the transfer of title described in (i).

#### WARRANTY INSURANCE COVERAGE

The warranty insurance coverage provides for the repair or replacement of Defects or Structural Defects in the Common Property and Common Facilities for which a condominium corporation is responsible as follows:

- (i) Defects in materials and labour for a period of at least one year starting on the date on which the coverage begins;
- (ii) Defects in materials and labour related in Delivery and Distribution Systems for a period of at least 2 years starting on the date on which the coverage begins;
- (iii) Defects in the Building Envelope for a period of at least 5 years starting on the date on which the coverage begins;

- (iv) Defects in the Building Envelope for a period of at least 7 years starting on the date on which the coverage begins, if Extended Building Envelope Coverage has been purchased; and
- (v) Structural Defects for a period of at least 10 years starting on the date on which the coverage begins.

#### POLICY LIMITS

- (i) Subject to sections (ii) and (iii), the aggregate limit of liability of the Warranty Provider is the lesser of:
  - (A) \$130,000.00 times the number of self-contained dwelling units in the same Multiple Family Dwelling; and
  - (B) \$3,300,000.00,
 not including interest and costs.
- (ii) The aggregate limit of liability of the Warranty Provider set out in (i) above includes any and all:
  - (A) costs of the repair or replacement of the Defect or Structural Defect;
  - (B) mitigation expenses paid by the Warranty Provider to the Insured;
  - (C) additional living expenses paid by the Warranty Provider to the Insured;
  - (D) costs of any investigation, engineering and design required for the repairs; and
  - (E) costs of adjusting and supervision of repairs, including professional review.
- (iii) In the event that the aggregate limit of liability set out in section (i) above may be exceeded by all claims made, the Warranty Provider reserves the right to apply warranty insurance coverage protection against claims up to but not exceeding such aggregate limit on a pro rata basis, as and when Claims are made.
- (d) **Single Self-Contained Dwelling Unit in a Condominium or a Multiple Family Dwelling without Warrantable Common Property or Common Facilities – No Registered Condominium Plan**

The following warranty insurance coverage and Policy limits apply to a New Home that is a single self-contained dwelling unit in a condominium or a Multiple Family Dwelling without warrantable Common Property or Common Facilities which has not been registered under a condominium plan:

#### PROTECTION PERIOD OF WARRANTY INSURANCE COVERAGE

The 10-year period beginning on the earlier of:

- (i) the date a New Home is first occupied; and
- (ii) the date an accredited agency, accredited municipality, or accredited regional services commission grants permission to occupy a New Home.

#### WARRANTY INSURANCE COVERAGE

The warranty insurance coverage for this type of New Home provides for the following repair or replacement of Defects or Structural Defects:

- (i) Defects in materials and labour for a period of at least one year starting on the date on which the coverage begins;

- (ii) Defects in materials and labour in Delivery and Distribution Systems for a period of at least 2 years starting on the date on which the coverage begins;
- (iii) Defects in the Building Envelope for a period of at least 5 years starting on the date on which the coverage begins;
- (iv) Defects in the Building Envelope for a period of at least 7 years starting on the date on which the coverage begins, if Extended Building Envelope Coverage has been purchased; and
- (v) Structural Defects for a period of at least 10 years starting on the date on which the coverage begins.

#### POLICY LIMITS

- (i) Subject to (ii), the aggregate limit of liability of the Warranty Provider is the lesser of:
  - (A) the original price paid to the Residential Builder; and
  - (B) \$265,000.00,
 not including land value, interest and costs.
- (ii) The aggregate limit of liability of the Warranty Provider set out in (i) includes any and all:
  - (A) costs of the repair or replacement of the Defect or Structural Defect;
  - (B) mitigation expenses paid by the Warranty Provider to the Insured;
  - (C) additional living expenses paid by the Warranty Provider to the Insured;
  - (D) costs of any investigation, engineering and design required for the repairs; and
  - (E) costs of adjusting and supervision of repairs, including professional review.

(e) **Single Self-Contained Dwelling Unit in a Condominium or a Multiple Family Dwelling without Warrantable Common Property or Common Facilities – With Registered Condominium Plan**

The following warranty insurance coverage and Policy limits apply to a New Home that is a single self-contained dwelling unit in a condominium or a Multiple Family Dwelling without warrantable Common Property or Common Facilities which has been registered under a condominium plan:

#### PROTECTION PERIOD OF WARRANTY INSURANCE COVERAGE

The 10-year period beginning on the earlier of:

- (i) the date a New Home is first occupied; and
- (ii) the date an accredited agency, accredited municipality, or accredited regional services commission grants permission to occupy a New Home.

#### WARRANTY INSURANCE COVERAGE

The warranty insurance coverage for this type of New Home provides for the following repair or replacement of Defects or Structural Defects:

- (i) Defects in the materials and labour for a period of at least one year starting on the date on which the coverage begins;

- (ii) Defects in materials and labour in Delivery and Distribution Systems for a period of at least 2 years starting on the date on which the coverage begins;
- (iii) Defects in the Building Envelope for a period of at least 5 years starting on the date on which the coverage begins;
- (iv) Defects in the Building Envelope for a period of at least 7 years starting on the date on which the coverage begins, if Extended Building Envelope Coverage has been purchased; and
- (v) Structural Defects for a period of at least 10 years starting on the date on which the coverage begins.

**POLICY LIMITS**

- (i) Subject to section (b), the aggregate limit of liability of the Warranty Provider is the lesser of:
  - (A) the original price paid to the Residential Builder; and
  - (B) \$130,000.00,not including land value, interest and costs.
- (ii) The aggregate limit of liability of the Warranty Provider set out in (i) includes any and all:
  - (A) costs of the repair or replacement of the Defect or Structural Defect;
  - (B) mitigation expenses paid by the Warranty Provider to the Insured;
  - (C) additional living expenses paid by the Warranty Provider to the Insured;
  - (D) costs of any investigation, engineering and design required for the repairs; and
  - (E) costs of adjusting and supervision of repairs, including professional review.

**M. WARRANTY INSURANCE COVERAGE EXPIRY DATES**

The warranty insurance coverage expiry dates are as follows:

Warranty Coverage	Expiry Date

# Condominium Deposit Protection Insurance Policy

COVERAGE COMMENCEMENT DATE	
POLICY NUMBER	
INSURED	
MUNICIPAL ADDRESS OF NEW UNIT	
LEGAL DESCRIPTION OF NEW UNIT	
RESIDENTIAL BUILDER	
OPERATING AS	
RESIDENTIAL BUILDER CONTACT INFORMATION	
PREMIUM	

This Policy is to be read and interpreted as a whole and represents the entire contract between The New Home Warranty Insurance (Canada) Corporation and the Insured.

This Policy is in accordance with the *Condominium Property Act*, RSA 2000, c. C-22, as amended, and its Regulations, and shall be considered as a Certificate under section 69 of the Regulations of the Act.

***This Policy contains a clause which may limit the amount payable.***

This Policy provides Deposit Protection Insurance for a condominium containing units that are attached to one or more other self-contained dwelling units in a registered Condominium Plan.

**Coverage Period:** Coverage commences upon payment of initial deposit under the Agreement and expires upon the start of the Protection Period.

**Maximum Coverage Limit:** The limit of liability of the Warranty Provider under the Condominium Deposit Protection Insurance Policy is the lesser of: Fifty Thousand (\$50,000.00) Dollars OR One Million Five Hundred Thousand (\$1,500,00.00) Dollars, divided by the number of New Units within the Condominium Plan that have been

# Warranty Insurance Commencement

The new home has been enrolled with The Alberta New Home Warranty Program Group of Companies (the “Program”). The new home will be governed by the terms and conditions of the Home Warranty Insurance Policy (“Policy”) underwritten by The New Home Warranty Insurance (Canada) Corporation and will be available to the Insured homeowner once the Protection Period information has been provided to the Program by the builder.

Complete warranty insurance details are available at [anhwp.com](http://anhwp.com) and are also listed in the Policy. The Protection Period, being the date commencement of coverage begins as defined in Alberta’s *New Home Buyer Protection Act* (the “Act”), outlined in the Policy is provided by the builder. In the event of a discrepancy between this date and the Act, the Act shall prevail. If the Insured homeowner has not received the Policy, or access to the Policy within 90 days of the Protection Period commencing, **please notify the Program immediately.**

NAME(S) OF INSURED	
POSSESSION DATE <i>(as determined by the builder)</i>	
PROTECTION PERIOD COMMENCEMENT DATE*	

**\*If the Protection Period on the Policy has commenced prior to the Possession Date set out above and the Policy is to be transferred to a new Insured homeowner, please complete the Warranty Insurance Transfer Form.**

PUBLIC REGISTRY #		INSURANCE POLICY #	
NEW HOME MUNICIPAL ADDRESS			
CITY		PROVINCE	
LEGAL DESCRIPTION	LOT	BLOCK	PLAN
RURAL LEGAL DESCRIPTION <i>(where applicable)</i>			

Disclaimer: The above information has been provided by the builder to the Program and the Program assumes no responsibility or liability whatsoever for any loss or damage, direct or indirect, resulting from any errors, omissions, irregularities, inaccuracies or use of the information contained in this Warranty Insurance Commencement document.



## PROPERTY REGISTRY

Homeowners, builders, real-estate professionals, and financial institutions can search the [Government of Alberta's Public Registry](#) for builder and property warranty insurance related information, including:

- property address
- name and contact information of the warranty provider
- name and contact information of the residential builder
- if a new home has been registered to receive home warranty insurance
- the date of commencement of the Protection Period

New homes where the building permit was applied for prior to February 1, 2014 will not appear in the registry as legislated warranty insurance requirements were not in effect at that time.

**It is strongly recommended that a deficiencies list be completed at the time of possession walkthrough.** It should be signed by **BOTH** the builder and the Insured homeowner and copies of the deficiencies list should be given to both parties for future reference to clearly agree upon the condition of the new home at the time of possession.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

### INSURED HOMEOWNER(S) OR AUTHORIZED AGENT:

NAME		SIGNATURE	
NAME		SIGNATURE	
EMAIL		PHONE	

### BUILDER REPRESENTATIVE:

NAME(S)		SIGNATURE(S)	
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Disclaimer: The above information has been provided by the builder to the Program and the Program assumes no responsibility or liability whatsoever for any loss or damage, direct or indirect, resulting from any errors, omissions, irregularities, inaccuracies or use of the information contained in this Warranty Insurance Commencement document.



enrolled by NHWICC, unless a greater amount has been negotiated in advance between the Warranty Provider, Residential Builder and Insured, and a separate Endorsement will be applied as Excess Deposit Coverage.

## TERMS & CONDITIONS

### A. DEFINITIONS

In this Policy, the following terms have the following meanings:

- (a) “Act” means the *Condominium Property Act*, RSA 2000, c. C-22, as amended, and its Regulations;
- (b) “Agreement” means a Fixed Price Purchase Contract between the Residential Builder and the Insured with respect to the construction of the New Unit that is an arm’s length transaction;
- (c) “Claim” means a request for coverage by the Insured under this Policy arising out of a Residential Builder Default;
- (d) “Condominium Plan” means a building or land designated as a unit or part of a unit or divided into 2 or more units by the registration of a condominium plan under the Act;
- (e) “Default” means the Residential Builder fails to fulfill its obligations under the Agreement as a result of financial circumstances including, but not limited to, insolvency, having made an assignment in bankruptcy, or an order being made by a court of competent jurisdiction declaring the Residential Builder to be bankrupt;
- (f) “Deposit Protection Insurance” means insurance against the loss of all deposit monies paid pursuant to the Agreement, by the Insured to the Residential Builder, and the limit of liability of the Warranty Provider is the lesser of: Fifty Thousand (\$50,000.00) Dollars OR One Million Five Hundred Thousand (\$1,500,00.00) Dollars divided by the number of New Units within the Condominium Plan that have been enrolled by NHWICC, unless a greater amount has been negotiated in advance between the Warranty Provider, Residential Builder and Insured, and a separate Endorsement will be applied as Excess Deposit Coverage;
- (g) “Designated Trust Account” means a trust account maintained by the Prescribed Trustee in a financial institution in Alberta;
- (h) “Fixed Price Purchase Contract” means an arm’s length Agreement between the Residential Builder and the Insured for the construction of a self-contained dwelling unit for a pre-negotiated fixed price not

subject to any adjustment except as set out in such Agreement and agreed to as to any additional amount prior to Default;

- (l) “New Unit” means a residential space that is situated within a building and described as a unit in a condominium plan by reference to floors, walls and ceilings within the building;
- (i) “Prescribed Trustee” means a lawyer in good standing with the Law Society of Alberta and is approved to operate a Designated Trust Account, as prescribed in the Act;
- (j) “Program Provider” means NHWICC is authorized to operate a Purchaser’s Protection Program, as approved by the Minister under section 14(10) of the Act;
- (k) “Protection Period” means in the case of a New Unit, other than the common property or common facilities in a building, beginning on the earlier of:
  - (A) the date the New Unit is first occupied; and
  - (B) the date an accredited agency, accredited municipality or accredited regional services commission grants permission to occupy the New Unit;
- (l) “Purchaser’s Protection Program” means a plan, agreement, scheme or arrangement that meets the requirements of section 67 of the Act;
- (m) “Residential Builder” means a person who engages in, arranges for or manages all or substantially all of the construction or reconstruction of a New Home, or agrees to do any of those things, and includes a general contractor, but does not include an Owner Builder;
- (n) “The New Home Warranty Insurance (Canada) Corporation” means NHWICC;
- (o) “Warranty Provider” means The New Home Warranty Insurance (Canada) Corporation.

## B. DEPOSIT PROTECTION INSURANCE

Any amounts paid under this Policy shall be the lesser of the deposits received by the Residential Builder from the Insured and the Maximum Coverage Limit.

In the event of Default, the Warranty Provider agrees to indemnify the Insured, subject to the terms, conditions and exclusions of this Policy, and the Insured may submit a Claim only for those deposit payments actually paid by the Insured to the Residential Builder, pursuant to the Agreement, and deposited into a Designated Trust Account with the Prescribed Trustee.

Upon receipt of a Claim, the Warranty Provider shall, as soon as reasonable, make attempt to contact the Insured to arrange for an investigation and/or evaluation of the Claim.

If following evaluation of the Claim, the Warranty Provider determines there is no coverage, the Warranty Provider shall notify the Insured in writing, setting out the reasons for the decision.

Upon receiving the documentation required under section D, and subject to section F, and subject to sections E., F. and G., the Warranty Provider will review and assess the Claim and determine the amount payable, if any, to the Insured. The Warranty Provider will make all reasonable efforts to avoid delays in responding to a Claim and investigation of the Claim, having regard to some circumstances, including a Residential Builder bankruptcy, can cause delay. If the Warranty Provider determines that payment will be made pursuant to a Claim, the Warranty Provider shall advise the Insured of its determination of the Claim in writing and provide payment to the Insured in the amount the Warranty Provider has determined payable for the Claim.

In the event the Warranty Provider has determined that payment will be made, a deductible fee in the amount of 1% of the total Claim amount will be deducted from the total amount payable to the Insured. The Insured will complete and execute a release in favour of the Warranty Provider in a form provided by, or to the satisfaction of, the Warranty Provider. The Warranty Provider will issue payment to the Insured upon receipt of such release executed by the Insured in favour of the Warranty Provider.

Once the Claim is paid:

- (a) if any amount remains available of the Maximum Coverage Limit for Deposit Protection Insurance ; and
- (b) the Insured incurs reasonable legal fees directly related to the Claim as determined by the Warranty Provider;

then the Warranty Provider may apply the available remaining amount of the Maximum Coverage Limit for Deposit Protection Insurance directly to the reasonable legal fees incurred and shall indemnify the Insured in respect of such fees up to a maximum of \$5,000.00.

### C. PURCHASER'S PROTECTION PROGRAM

Subject to the confirmation of Deposit Protection Insurance, NHWICC certifies:

- (a) it is a Program Provider of a plan, agreement, scheme or arrangement approved by the Minister;
- (b) its address is 30, 301 Springborough Boulevard S.E., Calgary, Alberta, T3H 0N9;

- (c) the Residential Builder, the New Unit and the Condominium Plan are enrolled by NHWICC;
- (d) benefits under the Maximum Coverage Limit take effect upon the date NHWICC receives written confirmation from the Residential Builder and Prescribed Trustee of the initial deposit paid to the Residential Builder by the Insured and confirmation the deposits have been placed into a Designated Trust Account with the Prescribed Trustee;
- (e) upon confirmation of paragraph C.(d) above, benefits under the Coverage Period take effect upon payment of the initial deposit under the Agreement and expires upon the start of the Protection Period.

#### **D. INSURED OBLIGATIONS**

When making a Claim under this Policy, the Insured must submit the following to the Warranty Provider:

- (a) the Agreement and any other documentation relating to the construction of the New Home as required by the Warranty Provider from time to time;
- (b) proof of deposit payment(s) made to the Residential Builder by the Insured with respect to the Agreement;
- (c) confirmation from the Prescribed Trustee that all deposits were placed in the Designated Trust Account as required by the Act;
- (d) a duly completed Claim form to be provided by the Warranty Provider to the Insured; and
- (e) any additional documentation as required by the Warranty Provider from time to time.

All of the foregoing Claim documentation must be received by the Warranty Provider before the start of the Protection Period. The obligations of the Warranty Provider cease upon expiry of the Coverage Period unless proper notice is given to the Warranty Provider by the Insured prior to the expiry.

#### **E. GENERAL**

The Insured shall:

- (a) adhere to all timelines outlined in this Policy; and
- (b) provide to the Warranty Provider information and documentation that the Insured has available or has the ability to access, that the Warranty Provider requests, in order to investigate a Claim.

All notices of a Claim under this Policy must be delivered to the Warranty Provider, in writing, prior to the expiry of the insurance coverage and comply with the requirements set out in this section.

Any notice given by the Insured to the Residential Builder is not effective notice to the Warranty Provider.

The Warranty Provider shall be subrogated, with respect to any payment made under the Policy coverage, to all the rights of recovery of the Insured against any person who may be responsible for a Default and may bring action in the name of the Insured to enforce those rights. The Insured shall cooperate with the Warranty Provider and do whatever is necessary to secure and exercise those rights.

## F. LIMITS AND EXCLUSIONS

Only one Claim will be paid under this Policy, after which this Policy is of no force or effect.

Other than payment to the Insured under the coverage as set out in section B, the Warranty Provider is not liable for any damages, losses, costs, or expenses otherwise suffered by the Insured due to or in connection with Default, howsoever caused.

Coverage under this Policy is **only** available to the Insured where the Residential Builder and the Insured have entered into a Fixed Price Purchase Contract.

Coverage under this Policy does not provide indemnity for non-monetary consideration provided by the Insured to the Residential Builder.

Claims arising out of a contractual dispute under the Fixed Price Purchase Contract between the Insured, Residential Builder and Prescribed Trustee are not covered by this Policy.

Every action or proceeding against the Warranty Provider for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*.

## G. TRANSFER OF DEPOSIT PROTECTION INSURANCE COVERAGE AND ASSIGNMENT

This Policy is transferable in accordance with section I.

This Policy shall not be assigned by the Insured, or the Residential Builder, to any other New Unit, without the prior written consent of the Warranty Provider, which may not be unreasonably or arbitrarily withheld.

This Policy may be assigned by the Warranty Provider. If a receiver is appointed by any creditor or court of competent jurisdiction to operate, oversee, or administer the business of the Residential Builder, and the New

Unit is available for completion by an alternate Residential Builder, this Policy may, at the option of NHWICC, be assigned to the alternate Residential Builder.

If a receiver is appointed by any creditor or court of competent jurisdiction to operate, oversee, or administer the business of the Residential Builder, the Warranty Provider shall have no obligation under this Policy to complete the New Home while the receiver determines if it will complete the New Home or while the receiver, whether or not through a process in a court of competent jurisdiction, seeks to sell or assign the Agreement to an alternate Residential Builder.

Notwithstanding anything in the Agreement, if an alternate Residential Builder acceptable to the Warranty Provider, is willing and able to complete the New Home pursuant to the Agreement, the Insured must permit the alternate Residential Builder to assume the Agreement and comply with all obligations contained therein as if the alternate Residential Builder was the original Residential Builder.

Whether or not it is disclosed to a subsequent Insured by the current Insured and notwithstanding any other provision of this Policy, prior actions or obligations of the Insured shall be binding upon any subsequent Insured and, in particular, any previous acts, omissions, defaults, or agreements of any kind made by the Insured with the Residential Builder or the Warranty Provider shall be binding upon any subsequent Insured.

## H. POLICY TERMINATION

The Warranty Provider may only terminate this Policy upon proof that the refundable portion of the deposit has been returned to the Insured or alternatively, has been returned to the trust account for the benefit of the Insured. 15 days' written or electronic notice shall be given to the Residential Builder, the Prescribed Trustee and the Insured by registered mail or electronically, or 5 days written notice personally delivered. Notwithstanding anything contained herein, the 15-day period starts to run on the day the notice is sent by mail or electronically, or notification of it is delivered to the Residential Builder's, the Prescribed Trustee's and Insured's postal addresses.

## I. NOTICE

Unless indicated otherwise in this Policy, any notice which may be or is required to be given under this Policy must be given in writing and may be delivered in person, sent by mail postage prepaid or by courier, or delivered electronically either by electronic communication or to the Homeowner Portal and shall be addressed:

If to the Insured:

Attention: Unit Owner

Email:

Facsimile:

If to the Warranty Provider:

The New Home Warranty Insurance (Canada) Corporation  
 301, 30 Springborough Boulevard SW  
 Calgary, Alberta, T3H 0N9  
 Attention: Contact Centre  
 Email: [contactcentre@nhwicc.com](mailto:contactcentre@nhwicc.com)  
 Facsimile: (403) 253-5062  
 Homeowner Portal Address: [www.anhwp.com/homeowner](http://www.anhwp.com/homeowner)

Any notice shall be conclusively deemed to have been given or made on the day upon which such notice is delivered, or if mailed, then on the third business day following the date of the mailing as the case may be, provided that in the case of interruption in the ordinary postal service, any notice given hereunder shall be delivered and not mailed. The parties shall give notice in writing of any change of municipal address or email address, and from and after the giving of such notice, the municipal address or email address therein specified shall be deemed to be the municipal address or email address of the parties for the giving of notices hereunder.

Any notice given by the Insured to the Residential Builder is not effective notice to the Warranty Provider.

## J. IN CASE OF DISAGREEMENT

In the event of disagreement as to whether Default exists, the nature and extent of the Default or the amount of loss, those questions must be determined using the applicable dispute resolution process set out in section 519 of the *Insurance Act*, whether or not the Insured's right to recover under this Condominium Deposit Protection Insurance Policy is disputed, and independently of all other questions.

There is no right to a dispute resolution process under this condition until:

- (a) a specific demand is made for it in writing; and
- (b) the proof of loss has been delivered to the Warranty Provider.

## K. INSURED CONSENT TO DISCLOSURE OF PERSONAL INFORMATION

The collection, use and disclosure of personal information is controlled and protected provincially by the *Personal Information Protection Act* and federally by the *Personal Information Protection and Electronic Documents Act*. NHWICC and the Residential Builder respect all rights regarding protection of personal information.

If the New Unit has been assigned to a receiver or a new Residential Builder in the event of bankruptcy or solvency before the expiration of the Coverage Period, NHWICC is authorized by the Insured to release personal information, to the extent reasonably required by NHWICC, to the receiver or the new Residential Builder of the New Unit.

A copy of NHWICC's Privacy Policy can be found at [www.nhwicc.com/contact/privacy-policy](http://www.nhwicc.com/contact/privacy-policy).



## The Alberta New Home Warranty Program

Insurance coverage provided by:

# The New Home Warranty Insurance (Canada) Corporation

### HOME WARRANTY INSURANCE POLICY COMMON PROPERTY AND COMMON FACILITIES

COVERAGE COMMENCEMENT DATE:	
POLICY NUMBER:	
INSURED:	
RESIDENTIAL BUILDER:	
OPERATING AS:	
MUNICIPAL ADDRESS OF NEW HOME:	
LEGAL DESCRIPTION OF NEW HOME:	
PREMIUM:	

Please read this Policy carefully as it contains important information about your home warranty insurance coverage.

***This Policy contains a clause which may limit the amount payable.***

#### A. DEFINITIONS

In this Policy, the following terms have the following meanings:

- (a) "Accredited Representative" means a person or entity with designated authority to act for matters specified by the Warranty Provider on behalf of the Warranty Provider, and may include the Residential Builder;
- (b) "Act" means the *New Home Buyer Protection Act*;
- (c) "Building Envelope" means the collection of components that separate conditioned space from unconditioned space, the exterior air or the ground, or that separate conditioned spaces intended to be conditioned to temperatures differing by more than 10°C at design conditions;
- (d) "Claims Assessment Report" means that written document issued by the Warranty Provider and setting out the Warranty Provider's assessment decision with respect to the Claim;
- (e) "Common Facilities" means:
  - (i) property managed by a condominium corporation pursuant to its bylaws; and
  - (ii) a unit in a building described in a condominium plan, or any portion of the unit, that includes all or part of one or more of:
    - (A) the Building Envelope;

- (B) a Delivery and Distribution System that serves two or more units;
- (C) a load-bearing part;
- (D) any Common Property as defined in section 14(1)(a) of the *Condominium Property Act*; and
- (E) any area subject to an easement in favour of another unit;

whether or not that unit or portion of a unit is intended for residential occupancy;

- (f) "Common Property" means so much of the parcel as is not comprised in a unit shown in a condominium plan, but does not include land shown on the condominium plan that has been provided for the purposes of roads, public utilities and reserve land under Part 17 of the *Municipal Government Act*;
- (g) "Defect" or "Defects" means any design, construction, or material used in the construction of, Reconstruction of, or the components of the New Home discovered after the commencement of the warranty coverage and are captured under this Policy that:
  - (i) are contrary to the Alberta Building Code;
  - (ii) require repair or replacement due to the negligence of the Residential Builder or those it is legally responsible for;
  - (iii) constitute an unreasonable health or safety risk; or
  - (iv) have resulted in material damage to the New Home;
- (h) "Defects in the Building Envelope" means Defects that result in the failure of the Building Envelope to perform its intended function;
- (i) "Delivery and Distribution Systems" include electrical, gas, plumbing, heating, ventilation and air-conditioning systems to which the *Safety Codes Act* (Alberta) applies and any other systems prescribed as Delivery and Distribution Systems including:
  - (i) private sewage disposal systems that:
    - (A) serve a single property;
    - (B) are designed to receive no more than 25 m<sup>3</sup> of sewage each day; and
    - (C) are designed to dispose of sewage either on the property that the system serves or in a holding tank; and
  - (ii) all components of a Delivery and Distribution System in the New Home that are:
    - (A) present on the Commencement Date of this Policy; and
    - (B) installed during construction by the Residential Builder of the New Home;

but excluding any fixtures and appliances that are attached to a Delivery and Distribution System and that are subject to a manufacturer's warranty;
- (j) "Extended Building Envelope Coverage" means optional additional warranty insurance coverage for Defects in the Building Envelope for an additional 2 year period;

- (k) "Homeowner Portal" means the internet account held by the Insured with the Warranty Provider at the web address [www.anhwp.com/homeowner](http://www.anhwp.com/homeowner);
- (l) "Multiple Family Dwelling" means a building containing 2 or more dwelling units;
- (m) "New Home" means a building, or a portion of a building, that is newly constructed or that is being constructed and is intended for residential occupancy and in respect of which the protection period has not expired, and includes:
  - (i) a self-contained dwelling unit that:
    - (A) is detached;
    - (B) is attached to one or more other self-contained dwelling units; or
    - (C) includes a secondary suite;
  - (ii) Common Property, Common Facilities and other assets of a condominium corporation;
  - (iii) any building or portion of a building that is of a class prescribed as a class of New Home to which the Act applies;
  - (iv) a building that is intended for residential occupancy and that is a Reconstruction; and
  - (v) a manufactured home;

but does not include a hotel, motel, dormitory, care facility, relocatable work camp or any building exempted by the Regulations from the definition of New Home;
- (n) "Owner Builder" means an individual who builds or intends to build a New Home for personal use with a valid authorization issued by the Registrar and includes any builder prescribed as an Owner Builder to which the Act applies;
- (o) "Reconstruction" means a change, addition, alteration or repair to a building that is intended for residential occupancy and that is a building where after a change, alteration or repair to the building, at least 75% of the enclosed square footage of the building above the foundation at the completion of the change, alteration or repair is new. For clarity, a change, addition, alteration or repair to a building's surfaces, fixtures or decorations is not a Reconstruction for the purposes of this Policy;
- (p) "Recorded Mail" means a form of document delivery by mail or courier in which receipt of the document must be acknowledged in writing as specified in Part 11: Service of Documents in the *Alberta Rules of Court* (AR 124/2010);
- (q) "Residential Builder" means a person who engages in, arranges for or manages all or substantially all of the construction or Reconstruction of a New Home, or agrees to do any of those things, and includes a general contractor, but does not include an Owner Builder;
- (r) "Structural Defect" or "Structural Defects" means any Defect in the materials, labour and design that results in the failure of a load-bearing part of the New Home and any Defect that causes structural damage that materially and adversely affects the use of the New Home for residential occupancy;
- (s) "Warranty Provider" means The New Home Warranty Insurance (Canada) Corporation.

## B. WARRANTY INSURANCE COVERAGE

The Warranty Provider agrees to the repair or replacement of Defects and Structural Defects in the New Home in accordance with the terms and conditions of this Policy.

In the event of Reconstruction, the warranty insurance coverage provided in this Policy applies to all elements of the New Home, including those areas retained or not reconstructed.

The Warranty Provider is not responsible for any warranty other than the warranty insurance coverage provided by this Policy.

#### **C. INSURANCE POLICY TERMS**

The Warranty Provider shall only be liable to the Insured to the extent set out in this Policy.

In the event the Warranty Provider is obligated to repair or replace a Defect or Structural Defect, the Warranty Provider shall determine the reasonable costs associated with the repair or replacement of such Defect or Structural Defect. Notwithstanding the foregoing, the Warranty Provider may elect to provide financial compensation to the Insured, up to the Policy limit, in an amount equal to the cost of repair or replacement of such Defect or Structural Defect less any mitigation expenses, additional living expenses, costs of any investigation, engineering and design required for the repairs, and costs of adjusting and supervision of repairs (including professional review) paid by the Warranty Provider in lieu of actual repair or replacement of such Defect or Structural Defect.

In the event financial compensation is provided to the Insured in lieu of repair or replacement of a Defect or Structural Defect, the Warranty Provider will have no further liability for the Defect or Structural Defect or any consequential damages arising from the Defect or Structural Defect for which financial compensation was paid.

#### **D. COVERAGE EXCLUSIONS AND EXEMPTIONS**

The following are excluded or exempt from the warranty insurance coverage:

- (a) any non-residential use area and any construction or Reconstruction associated with a non-residential use area;
- (b) site grading and surface drainage except as required by a building code, and not including subsidence beneath footings of a home or under driveways or walkways;
- (c) utility services;
- (d) septic tanks and septic or absorption fields, unless constructed or otherwise provided by the Residential Builder;
- (e) home appliances, including but not limited to, refrigerators, stoves, ovens, garbage disposal units, dishwashers, microwaves, clothing washers, clothing dryers and freezers;
- (f) water wells, except equipment installed for the operation of the water well where the equipment is part of a Delivery and Distribution System;
- (g) the quality or quantity of water from a municipal water supply, a water well or any other source;
- (h) any component of a Registered Historic Resource or Provincial Historic Resource that is being converted from commercial to residential use, where that component has been exempted from the application of any provision contained in any building code pursuant to Section 51 of the *Historical Resources Act*;
- (i) designs, materials or labour supplied by anyone other than the Residential Builder or the employees, agents or subcontractors of a Residential Builder, but not including any designs, material or labour retained by the Residential Builder or by an Owner Builder in a Reconstruction; and
- (j) detached parking garages, detached amenity buildings, detached recreation facilities and detached swimming pools are exempt from the definition of a New Home and warranty insurance coverage.

**E. LOSS OR DAMAGE EXCLUSIONS**

Any loss or damage resulting from the following is excluded from home warranty insurance coverage:

- (a) contractual related issues between the Insured and the Residential Builder;
- (b) weathering, normal wear and tear, deterioration or deflection consistent with normal industry standards;
- (c) normal shrinkage of materials caused by drying after construction;
- (d) substantial use of the residence for non-residential purposes;
- (e) negligent or improper maintenance or improper operation of the New Home or anything in the New Home by anyone other than the Residential Builder or its employees, agents or subcontractors;
- (f) alterations to the New Home by anyone other than the Residential Builder or its employees, agents or subcontractors;
- (g) changes to the grading of the ground by anyone other than the Residential Builder, or its employees, agents or subcontractors;
- (h) insects, rodents or other animals, unless the damage results from non-compliance with a building code by the Residential Builder or its employees, agents or subcontractors;
- (i) acts of nature;
- (j) bodily injury, disease, illness or death resulting from any cause;
- (k) damage to personal property or real property that is not part of a New Home;
- (l) contaminated soil, except where supplied by or through the Residential Builder and the Residential Builder knew or ought to have known that the soil was contaminated;
- (m) subsidence of the land around a New Home or along utility lines, not including subsidence beneath footings of a New Home or under driveways or walkways;
- (n) diminished value of a New Home or any component of a New Home;
- (o) deficiencies that have been agreed to between a Residential Builder and the Insured prior to or at the time of possession;
- (p) defects that have been caused or substantially contributed to by a change that is material to the risk and is within the control and knowledge of the Insured;
- (q) fire, explosion, smoke, flooding or sewer back-up;
- (r) loss of income or opportunity;
- (s) loss of enjoyment, use or benefit of the New Home;
- (t) inconvenience or distress to the owner; and
- (u) any professional fees, including legal, consulting or medical costs.

**F. POLICY TERMINATION**

The Warranty Provider may only terminate this Policy before coverage begins by giving the Residential Builder 15 days' notice of termination by Recorded Mail or 5 days' written notice of termination personally delivered. Notwithstanding anything contained herein, the 15-day period starts to run on the day the notice is sent by Recorded Mail or notification of it is delivered to the Residential Builder's postal address.

In the event the Warranty Provider terminates this Policy:

- (a) the Warranty Provider must refund the excess of premium actually paid by the Residential Builder over the prorated premium for the expired time; and
- (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.

**G. TRANSFER OF WARRANTY INSURANCE COVERAGE**

In accordance with Policy Condition K.(g), the Warranty Provider acknowledges and agrees that no notice to the Warranty Provider is required upon transfer of title of the New Home to a subsequent homeowner or, in the case of Common Property or Common Facilities, a change in the condominium corporation.

The remaining coverage under this policy shall be automatically transferred to the subsequent owner or condominium corporation, as applicable, subject to the terms and conditions of this policy, at which point such subsequent owner or condominium corporation shall be considered the Insured and shall be bound to comply with all obligations of the Insured and be subject to all provisions of this policy.

Whether or not it is disclosed to a subsequent Insured by the Insured and notwithstanding any other provision of this Policy, prior actions or obligations of the Insured shall be binding upon any subsequent Insured and, in particular, any previous acts, omissions, defaults, or agreements of any kind made by the Insured with the Residential Builder or the Warranty Provider shall be binding upon any subsequent Insured.

**H. INSURED OBLIGATIONS**

The Insured shall:

- (a) adhere to all timelines outlined in this policy;
- (b) notify the Warranty Provider of any change in the Municipal Address and/or the Legal Description of the New Home in accordance with section J below;
- (c) with the exception of Policy Condition K.(c) regarding mitigation, the Insured will not undertake any unilateral action or remedy regarding the repair or replacement of any Defect or Structural Defect without the specific prior written consent of the Warranty Provider; and
- (d) further to Policy Condition K.(d) regarding entry and control, when necessary, allow the Warranty Provider or their Accredited Representatives access to the New Home for the purpose of assessing, repairing and/or replacing any Defect or Structural Defect, Monday through Friday, excluding statutory holidays, from 8:00 am to 5:00 pm, or at an alternate time as mutually agreed between the Warranty Provider or their Accredited Representatives and the Insured.

The Warranty Provider shall be subrogated, with respect to any payment made to repair a Defect or Structural Defect, to all the rights of recovery of the Insured against any person who may be responsible for the Defect or Structural Defect and may bring an action in the name of the Insured to enforce those rights. The Insured shall cooperate with the Warranty Provider and do whatever is necessary to secure and exercise those rights.

**I. CLAIM ASSESSMENT AND DISPUTES**

In the event the Insured considers a Defect or Structural Defect exists, the Insured must complete and submit a Request for Assistance (the "Claim") through the Homeowner Portal or in writing to the Warranty Provider either electronically or by mail.

The Warranty Provider will make all reasonable efforts to avoid delays in responding to a Claim, inspection of the Defects identified in the Claim, and scheduling any required repairs.

Upon receipt of the notice of Claim, the Warranty Provider shall promptly make reasonable attempts to contact the Insured and arrange an inspection, to be completed by the Warranty Provider or its Accredited Representatives.

After completion of the inspection, but prior to the release of the Claims Assessment Report, a deductible fee will be requested and payable by the Insured.

The amount of the deductible fee payable by the Insured is:

- (a) for claims related to the Common Property, Common Facilities and other assets of a condominium corporation:
  - (i) \$100.00, not including applicable taxes, for claims relating to Defects in the material and labour not related to Delivery and Distribution Systems; and
  - (ii) \$500.00, not including applicable taxes, for all other claims; and
- (b) for all other claims, \$50.00, not including applicable taxes.

The Warranty Provider will issue a Claims Assessment Report in a reasonable time after the inspection setting out its assessment decision in respect of the Defects identified in the Claim. The Claims Assessment Report will also set out the dispute resolution process available to the Insured.

Every action or proceeding against the Warranty Provider for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*.

If it is determined that repairs of the Defects are to be completed, the repairs will be completed by the Warranty Provider or its Accredited Representatives in a timely manner, with reasonable consideration given to weather conditions and the availability of materials and labour.

The Warranty Provider or its Accredited Representatives may conduct inspections of the Defect repairs until any and all repairs have been completed to the Warranty Provider's satisfaction.

In the event the Insured desires to have the decision in the Claims Assessment Report reviewed, the Insured may elect to proceed with the dispute resolution process set out in Policy Condition K.(f).

**J. NOTICE**

Unless indicated otherwise in this policy, any notice which may be or is required to be given under this policy must be given in writing and may be delivered in person, sent by registered mail postage prepaid or by courier, or delivered electronically either by electronic communication or to the Warranty Provider Homeowner Portal and shall be addressed:

If to the Insured: <<bdo\_homeid\_contactid\_fullname>>  
 <<bdo\_homeid\_contactid\_address1\_name>>  
 <<bdo\_homeid\_contactid\_anh\_cityid\_anh\_cityname>>  
 <<bdo\_homeid\_contactid\_anhwp\_provinceid\_anhwp\_provinceshortname>>  
 <<bdo\_homeid\_contactid\_address1\_postalcode>>  
 Attention: Homeowner  
 Email: <<bdo\_homeid\_contactid\_emailaddress1>>  
 Facsimile: <<bdo\_homeid\_contactid\_telephone1>>

If to the Warranty Provider: The New Home Warranty Insurance (Canada) Corporation  
 c/o The Alberta New Home Warranty Program  
 301, 30 Springborough Boulevard SW  
 Calgary, Alberta, T3H 0N9  
 Attention: Contact Centre  
 Email: [contactcentre@anhwp.com](mailto:contactcentre@anhwp.com)  
 Facsimile: (403) 253-5062  
 Homeowner Portal Address: [www.anhwp.com/homeowner](http://www.anhwp.com/homeowner)

Any notice shall be conclusively deemed to have been given or made on the day upon which such notice is delivered, or if mailed, then on the third business day following the date of the mailing as the case may be, provided that in the case of interruption in the ordinary postal service, any notice given hereunder shall be delivered and not mailed. The parties shall give notice in writing of any change of municipal address or email address, and from and after the giving of such notice, the municipal address or email address therein specified shall be deemed to be the municipal address or email address of the parties for the giving of notices hereunder.

#### K. POLICY CONDITIONS

In these Policy Conditions, unless the context otherwise requires "Insured" means a person insured by the Home Warranty Insurance Policy whether named in the Home Warranty Insurance Policy or not.

##### (a) REQUIREMENTS AFTER DISCOVERY OF DEFECT

Within a reasonable time after the discovery of a Defect in a New Home, the Insured must, if the Defect is covered by the Policy, give notice of the Defect in reasonable detail to the Warranty Provider.

The Warranty Provider may require that the notice from the Insured be in writing.

##### (b) WHO MAY GIVE NOTICE AND PROOF

Notice of a Defect under Policy Condition (a) may be given:

- (i) by the agent of the Insured if:
  - (A) the Insured is absent or unable to give the notice or make the proof; and
  - (B) the absence or inability is satisfactorily accounted for; or
- (ii) by any person who has an insurable interest in the New Home, if the named Insured fails or refuses to do so, or in the circumstances described in clause (i) of this Condition.

##### (c) MITIGATION

In the event of loss or damage to a New Home resulting from a Defect, the Insured must take all reasonable steps to prevent further loss or damage to the New Home as a result of the Defect.

The Warranty Provider must pay to the Insured all reasonable and proper expenses incurred in connection with steps taken by the Insured under this Condition.

(d) **ENTRY AND CONTROL**

After a Defect has been reported to the Warranty Provider, the Warranty Provider has an immediate right of access and entry to the New Home by itself and by its Accredited Representatives, who may include the Residential Builder, sufficient to:

- (i) enable them to determine if a Defect exists;
- (ii) make an estimate of the repairs required to rectify the Defect; and
- (iii) make the repairs necessary to rectify the Defect.

(e) **MATERIAL CHANGE IN RISK**

The Insured must promptly give notice in writing to the Warranty Provider or its agent of any change that is:

- (i) material to the risk; and
- (ii) within the control and knowledge of the Insured.

The Warranty Provider may require that the notice from the Insured be in writing.

(f) **IN CASE OF DISAGREEMENT**

In the event of disagreement as to whether a Defect exists, the nature and extent of the repairs or replacements required, the adequacy of repairs or replacements made or the amount of loss or damage, those questions must be determined using the applicable dispute resolution process set out in section 519 of the *Insurance Act* whether or not the Insured's right to recover under the Home Warranty Insurance Policy is disputed, and independently of all other questions.

There is no right to a dispute resolution process under this Condition until:

- (i) a specific demand is made for it in writing; and
- (ii) the proof of loss has been delivered to the Warranty Provider.

(g) **TRANSFER OF TITLE**

If title to the New Home is transferred at any time during the protection period, the Home Warranty Insurance Policy is transferred to the new owner and the new owner is deemed to have given good and valuable consideration to the Warranty Provider under the Home Warranty Insurance Policy.

(h) **ADDITIONAL LIVING EXPENSES**

If a New Home is uninhabitable as a result of a Defect or during the rectification of a Defect, then reasonable living expenses incurred by the Insured will be payable by the Warranty Provider to the Insured to a maximum of \$150.00 per day or such greater amount as may be established from time to time by the Superintendent of Insurance.

The total amount payable under this Condition shall not exceed \$15,000.00 for each period of time the home is uninhabitable while warranty coverage is in effect.

(i) **WARRANTY OF REPAIRS OF DEFECTS**

All repairs and replacements made to rectify Defects are warranted against Defects in materials and labour until the later of the first anniversary of the date of completion of the repair or replacement and the expiry of coverage for that type of Defect under the Home Warranty Insurance Policy.

If an Insured accepts payment from the Warranty Provider in lieu of repairs or replacements to rectify a Defect, then no further warranty coverage applies to the Defect covered by the payment.

(j) **NOTICE**

Written notice to the Warranty Provider may be delivered, or sent by Recorded Mail, to the head office of the Warranty Provider in the province.

Written notice to the Insured may be personally delivered, or sent by Recorded Mail addressed, to the address of the New Home covered by the Home Warranty Insurance Policy.

**L. WARRANTY INSURANCE COVERAGE AND POLICY LIMITS**

(a) **Detached Single Self-Contained Dwelling Unit**

The following warranty insurance coverage and Policy limits apply to a New Home that is a detached single self-contained dwelling unit:

*PROTECTION PERIOD OF WARRANTY INSURANCE COVERAGE*

The 10-year period beginning on the earlier of:

- (i) the date a New Home is first occupied;
- (ii) the date an accredited agency, accredited municipality, or accredited regional services commission grants permission to occupy a New Home; and
- (iii) the date that the transfer of title to the New Home is registered.

*WARRANTY INSURANCE COVERAGE*

The warranty insurance coverage for this type of New Home provides for the following repair or replacement of Defects or Structural Defects:

- (i) Defects in materials and labour for a period of at least one year starting on the date on which the coverage begins;
- (ii) Defects in materials and labour related to Delivery and Distribution Systems for a period of at least 2 years starting on the date on which the coverage begins;
- (iii) Defects in the Building Envelope for a period of at least 5 years starting on the date on which the coverage begins;
- (iv) Defects in the Building Envelope for a period of at least 7 years starting on the date on which the coverage begins, if Extended Building Envelope Coverage has been purchased; and
- (v) Structural Defects for a period of at least 10 years starting on the date on which the coverage begins.

*POLICY LIMITS*

- (i) Subject to (iii), the aggregate limit of liability of the Warranty Provider, with respect to the New Home if constructed by a Residential Builder, is the lesser of:
  - (A) the original purchase price paid to the Residential Builder; and
  - (B) \$265,000.00,
 not including land value, interest and costs.
- (ii) Subject to (iii), the aggregate limit of liability of the Warranty Provider, with respect to the New Home if constructed by an Owner Builder, is the lesser of:
  - (A) the appraised value of the New Home at the time of commencement coverage; and
  - (B) \$265,000.00,
 not including land value, interest and costs.
- (iii) The aggregate limit of liability of the Warranty Provider set out in (i) and (ii) includes any and all:
  - (A) costs of the repair or replacement of the Defect or Structural Defect;
  - (B) mitigation expenses paid by the Warranty Provider to the Insured;
  - (C) additional living expenses paid by the Warranty Provider to the Insured;
  - (D) costs of any investigation, engineering and design required for the repairs; and
  - (E) costs of adjusting and supervision of repairs, including professional review.
- (b) **Single Self-Contained Dwelling Unit in a Condominium or Multiple Family Dwelling with Warrantable Common Property or Common Facilities**

The following warranty insurance coverage and Policy limits apply to a New Home that is a single self-contained dwelling unit in a condominium or Multiple Family Dwelling with warrantable Common Property or Common Facilities:

*PROTECTION PERIOD OF WARRANTY INSURANCE COVERAGE*

The commencement of coverage beginning on the earlier of:

- (i) the date a New Home is first occupied; and
- (ii) the date an accredited agency, accredited municipality, or accredited regional services commission grants permission to occupy a New Home.

*WARRANTY INSURANCE COVERAGE*

The warranty insurance coverage for this type of New Home provides for the following repair or replacement of Defects. For clarity, the warranty insurance coverage does not include the Common Property or Common Facilities:

- (i) Defects in the materials and labour for a period of at least one year starting on the date on which the coverage begins; and

- (ii) Defects in materials and labour in Delivery and Distribution Systems for a period of at least 2 years starting on the date on which the coverage begins.

#### *POLICY LIMITS*

- (i) Subject to (ii), the aggregate limit of liability of the Warranty Provider is the lesser of:
  - (A) the original price paid to the Residential Builder; and
  - (B) \$130,000.00,
 not including land value, interest and costs.
- (ii) The aggregate limit of liability of the Warranty Provider set out in (i) includes any and all:
  - (A) costs of the repair or replacement of the Defect or Structural Defect;
  - (B) mitigation expenses paid by the Warranty Provider to the Insured;
  - (C) additional living expenses paid by the Warranty Provider to the Insured;
  - (D) costs of any investigation, engineering and design required for the repairs; and
  - (E) costs of adjusting and supervision of repairs, including professional review.

#### **(c) Common Property and Common Facilities in a Condominium or a Multiple Family Dwelling**

The following warranty insurance coverage and Policy limits apply to Common Property and Common Facilities for which a condominium corporation is responsible in a condominium or a Multiple Family Dwelling:

#### *PROTECTION PERIOD OF WARRANTY INSURANCE COVERAGE*

The 10-year period beginning when:

- (i) the title to an inhabitable unit in the building or in a building in a phase of development of a condominium is transferred from the Residential Builder to a purchaser of a unit in an arm's length transaction; and
- (ii) the Residential Builder has entered into an agreement with a qualified person to have the qualified person prepare a building assessment report for the building or for the phase of development within 180 days of the transfer of title described in (i).

#### *WARRANTY INSURANCE COVERAGE*

The warranty insurance coverage provides for the repair or replacement of Defects or Structural Defects in the Common Property and Common Facilities for which a condominium corporation is responsible as follows:

- (i) Defects in materials and labour for a period of at least one year starting on the date on which the coverage begins;
- (ii) Defects in materials and labour related in Delivery and Distribution Systems for a period of at least 2 years starting on the date on which the coverage begins;
- (iii) Defects in the Building Envelope for a period of at least 5 years starting on the date on which the coverage begins;

- (iv) Defects in the Building Envelope for a period of at least 7 years starting on the date on which the coverage begins, if Extended Building Envelope Coverage has been purchased; and
- (v) Structural Defects for a period of at least 10 years starting on the date on which the coverage begins.

#### *POLICY LIMITS*

- (i) Subject to sections (ii) and (iii), the aggregate limit of liability of the Warranty Provider is the lesser of:
  - (A) \$130,000.00 times the number of self-contained dwelling units in the same Multiple Family Dwelling; and
  - (B) \$3,300,000.00,
 not including interest and costs.
- (ii) The aggregate limit of liability of the Warranty Provider set out in (i) above includes any and all:
  - (A) costs of the repair or replacement of the Defect or Structural Defect;
  - (B) mitigation expenses paid by the Warranty Provider to the Insured;
  - (C) additional living expenses paid by the Warranty Provider to the Insured;
  - (D) costs of any investigation, engineering and design required for the repairs; and
  - (E) costs of adjusting and supervision of repairs, including professional review.
- (iii) In the event that the aggregate limit of liability set out in section (i) above may be exceeded by all claims made, the Warranty Provider reserves the right to apply warranty insurance coverage protection against claims up to but not exceeding such aggregate limit on a pro rata basis, as and when Claims are made.
- (d) **Single Self-Contained Dwelling Unit in a Condominium or a Multiple Family Dwelling without Warrantable Common Property or Common Facilities – No Registered Condominium Plan**

The following warranty insurance coverage and Policy limits apply to a New Home that is a single self-contained dwelling unit in a condominium or a Multiple Family Dwelling without warrantable Common Property or Common Facilities which has not been registered under a condominium plan:

#### *PROTECTION PERIOD OF WARRANTY INSURANCE COVERAGE*

The 10-year period beginning on the earlier of:

- (i) the date a New Home is first occupied; and
- (ii) the date an accredited agency, accredited municipality, or accredited regional services commission grants permission to occupy a New Home.

#### *WARRANTY INSURANCE COVERAGE*

The warranty insurance coverage for this type of New Home provides for the following repair or replacement of Defects or Structural Defects:

- (i) Defects in materials and labour for a period of at least one year starting on the date on which the coverage begins;

- (ii) Defects in materials and labour in Delivery and Distribution Systems for a period of at least 2 years starting on the date on which the coverage begins;
- (iii) Defects in the Building Envelope for a period of at least 5 years starting on the date on which the coverage begins;
- (iv) Defects in the Building Envelope for a period of at least 7 years starting on the date on which the coverage begins, if Extended Building Envelope Coverage has been purchased; and
- (v) Structural Defects for a period of at least 10 years starting on the date on which the coverage begins.

#### POLICY LIMITS

- (i) Subject to (ii), the aggregate limit of liability of the Warranty Provider is the lesser of:
  - (A) the original price paid to the Residential Builder; and
  - (B) \$265,000.00,
 not including land value, interest and costs.
- (ii) The aggregate limit of liability of the Warranty Provider set out in (i) includes any and all:
  - (A) costs of the repair or replacement of the Defect or Structural Defect;
  - (B) mitigation expenses paid by the Warranty Provider to the Insured;
  - (C) additional living expenses paid by the Warranty Provider to the Insured;
  - (D) costs of any investigation, engineering and design required for the repairs; and
  - (E) costs of a djusting and supervision of repairs, including professional review.
- (e) Single Self-Contained Dwelling Unit in a Condominium or a Multiple Family Dwelling without Warrantable Common Property or Common Facilities – With Registered Condominium Plan

The following warranty insurance coverage and Policy limits apply to a New Home that is a single self-contained dwelling unit in a condominium or a Multiple Family Dwelling without warrantable Common Property or Common Facilities which has been registered under a condominium plan:

#### PROTECTION PERIOD OF WARRANTY INSURANCE COVERAGE

The 10-year period beginning on the earlier of:

- (i) the date a New Home is first occupied; and
- (ii) the date an accredited agency, accredited municipality, or accredited regional services commission grants permission to occupy a New Home.

#### WARRANTY INSURANCE COVERAGE

The warranty insurance coverage for this type of New Home provides for the following repair or replacement of Defects or Structural Defects:

- (i) Defects in the materials and labour for a period of at least one year starting on the date on which the coverage begins;

- (ii) Defects in materials and labour in Delivery and Distribution Systems for a period of at least 2 years starting on the date on which the coverage begins;
- (iii) Defects in the Building Envelope for a period of at least 5 years starting on the date on which the coverage begins;
- (iv) Defects in the Building Envelope for a period of at least 7 years starting on the date on which the coverage begins, if Extended Building Envelope Coverage has been purchased; and
- (v) Structural Defects for a period of at least 10 years starting on the date on which the coverage begins.

#### POLICY LIMITS

- (i) Subject to section (b), the aggregate limit of liability of the Warranty Provider is the lesser of:
  - (A) the original price paid to the Residential Builder; and
  - (B) \$130,000.00,
 not including land value, interest and costs.
- (ii) The aggregate limit of liability of the Warranty Provider set out in (i) includes any and all:
  - (A) costs of the repair or replacement of the Defect or Structural Defect;
  - (B) mitigation expenses paid by the Warranty Provider to the Insured;
  - (C) additional living expenses paid by the Warranty Provider to the Insured;
  - (D) costs of any investigation, engineering and design required for the repairs; and
  - (E) costs of adjusting and supervision of repairs, including professional review.

#### M. WARRANTY INSURANCE COVERAGE EXPIRY DATES

The warranty insurance coverage expiry dates are as follows:

Warranty Coverage	Expiry Date

Warranty Coverage Common Property	Expiry Date



## **DISCLOSURE DOCUMENTS**

MICHAEL'S PARK LANDNG PHASE 2 (SITE B)

June 19, 2023

## **SCHEDULE J**

**FIRST PLACE – AN EDMONTON HOME  
OWNERSHIP**

**PROGRAM DOCUMENTS**

**Agreement for Buyer with Cosigner**

THIS AGREEMENT MADE THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BETWEEN:

**The City of Edmonton**

-and-

\_\_\_\_\_  
(the “Buyer”)

-and-

\_\_\_\_\_  
(the “Cosigner”)

**FIRST PLACE – AN EDMONTON HOME OWNERSHIP PROGRAM:  
AGREEMENT WITH THE FIRST-TIME HOMEBUYER/COSIGNER**

WHEREAS:

- A. The City has created the Program;
- B. The Buyer wishes to participate in the Program in accordance with the terms and conditions of this Agreement, and purchase the Unit from the Builder; and,
- C. The Cosigner wishes to co-sign the Buyer’s mortgage and as a registered owner of the Unit, has agreed to be bound by the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties to this Agreement, the City, Cosigner and the Buyer agree as follows:

## 1. **Definitions**

In this Agreement:

- (a) “Builder” means Michaels Park Landing Ltd.;
- (b) “Buyer” means the first-time homebuyer, or collectively for more than one person, first-time homebuyers, named in this Agreement, qualified and approved by the City pursuant to the Program;
- (c) “Buyer’s Share of the Land Value” means the sum of **THIRTY FIVE THOUSAND SIX HUNDRED NINETY THREE DOLLARS (\$35,693.00)**, (exclusive of GST);
- (d) “City” means The City of Edmonton;
- (e) “Cosigner” means the Buyer’s mortgage co-signer, or collectively for more than one person, co-signers, named in this Agreement;
- (f) “Development” means a multi-family condominium development constructed by the Builder and located in the Michaels Park neighbourhood.
- (g) “Program” means First Place – An Edmonton Home Ownership Program, developed by the City to provide for the sale to first-time homebuyers of the units within the Development;
- (h) “Sales Taxes” means any sales tax, social service tax, value added tax, goods and services tax or any other similar tax, charge, duty or rate, irrespective of the governmental authority that imposes such tax and irrespective of whether such tax is created or modified after the payment to the City of the Buyer’s Share of the Land Value;
- (i) “Schedules” means the schedules attached to this Agreement and described in section 2 of this Agreement; and,
- (j) “Unit” means the individual condominium unit contained within the Development that the Buyer has agreed in writing to purchase from the Builder.

## 2. **Schedules**

The following Schedules are attached to and form part of this Agreement:

- (a) Schedule “A” – Restrictive Covenant Agreement
- (b) Schedule “B” – Buy Back Option Agreement

### 3. **Buyer's Promises to the City**

By signing this Agreement and participating in the Program, the Buyer and the Cosigner hereby agree with the City as follows:

- (a) the City is the unpaid vendor of the land on which the Development has been constructed;
- (b) the Buyer and the Cosigner shall be liable to the City and hereby assume responsibility for the Buyer's Share of the Land Value as of the date that the Buyer and the Cosigner become the registered owner of the Unit;
- (c) the City may file a caveat as an unpaid vendor of land against the title to the Unit for the Buyer's Share of the Land Value;
- (d) the Buyer and the Cosigner shall, on the fifth (5<sup>th</sup>) anniversary of the Buyer and the Cosigner becoming the registered owners of the Unit, pay in full the Buyer's Share of the Land Value to the City;
- (e) all overdue payment of monies payable by the Buyer under this agreement shall be charged interest at the rate of eighteen percent (18%) per annum;
- (f) the Buyer shall be resident in and full-time occupant of the Unit during the term of this Agreement;
- (g) the Buyer and the Cosigner shall ensure that the Buyer's Share of the Land Value is paid to the City directly by the Buyer's lender (if the Buyer is borrowing the sum) and shall sign a written, irrevocable direction to pay, directing the Buyer's lender accordingly;
- (h) the Buyer and the Cosigner shall advise the City in writing if the Buyer is noted in default of the Buyer's mortgage financing by the Buyer's lender;
- (i) the Buyer and the Cosigner have read and understood the Restrictive Covenant Agreement that is attached to this Agreement as Schedule "A" and shall be registered on title to the Unit after registration of the condominium plan, and agrees to be bound by the promises contained in it; and
- (j) the Buyer and the Cosigner shall sign the Buy-Back Option Agreement that is attached as Schedule "B" to this Agreement with the City at the same time as this Agreement is signed, and the City shall file the Buy Back Option Agreement against the title to the Unit.

#### 4. **Conclusion of this Agreement**

If the Buyer is not in default of its promises to the City in this Agreement or the promises made in the instruments registered on title to the Unit by the City under this Agreement, and has paid the Buyer's Share of the Land Value to the City in accordance with this Agreement, the City shall discharge or cause to be discharged from the title to the Unit:

- (a) the unpaid vendor's lien caveat in favour of the City for the Buyer's Share of the Land Value;
- (b) the Buy Back Option Agreement; and,
- (c) the Restrictive Covenant Agreement,

#### 5. **Buyer's Release of the City**

The Buyer and the Cosigner acknowledge and agree that as the Builder has constructed the Development for sale to the Buyers, the City shall not be liable to the Buyer or the Cosigner for any claims, actions or demands arising from or related to the construction and sale of the Development to the Buyer and the Cosigner by the Builder. Without limiting the generality of the foregoing, the Buyer and the Cosigner agree that the City shall not be liable to the Buyer or the Cosigner as a "developer" under the *Condominium Property Act* R.S.A. 2000 Ch. C-22 and the Buyer and the Cosigner hereby release the City from any claim the Buyer or the Cosigner may have now or in the future, in this regard.

#### 6. **General**

- (a) The City does not enter into this Agreement in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Agreement shall constitute the granting by the City of any approval or permit as may be required pursuant to the **Municipal Government Act**, R.S.A. 2000 c. M-26 and any amendments thereto, and any other legislation in force in the Province of Alberta. The City, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Agreement and nothing in this Agreement restricts the City, its municipal council, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a municipal government, as a municipal council and as the officers, servants and agents of a municipal government.
- (b) Notwithstanding any provision to the contrary in this Agreement, it is expressly agreed to by the Buyer and the Cosigner that all Sales Taxes which may be charged, levied or assessed as a result of the Buyer's payment of the Buyer's Share of the Land Value shall be paid by the Buyer.

- (c) This Agreement shall not be assigned without consent of the City, which consent may be unreasonably withheld, and only upon arrangements, satisfactory to the City, made with the assignee.
- (d) This Agreement shall ensure to the benefit of the parties hereto and their permitted successors and assigns.
- (e) The parties hereto acknowledge and agree that this Agreement and all Schedules attached hereto contain the entire agreement between the parties and that no condition precedent, representation or warranty whatsoever, except as expressly set forth herein, shall be binding on the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

APPROVED:

THE CITY OF EDMONTON, as  
Represented by the Director of Land  
Development of Real Estate,  
Financial and Corporate Services

AS TO CONTENT: \_\_\_\_\_

Per: \_\_\_\_\_  
NEAL OSADUIK (Seal)

\_\_\_\_\_  
WITNESS

\_\_\_\_\_

\_\_\_\_\_  
WITNESS

\_\_\_\_\_

## AFFIDAVIT OF EXECUTION

CANADA	)	I,
PROVINCE OF ALBERTA	)	of the City of Edmonton,
TO WIT	)	in the Province of Alberta
	)	MAKE OATH AND SAY:

1. THAT I was personally present and did see named in the within instrument who personally known to me to be the persons named therein, duly sign and execute the same for the purposes named therein;

2. THAT the same was executed at the City of Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto;

3. THAT I know the said and in my belief of the full age of eighteen (18) years.

SWORN BEFORE ME )  
 at the City of Edmonton )  
 in the Province of Alberta )  
 this day of , )  
 20 )

\_\_\_\_\_  
 SIGNATURE OF WITNESS

\_\_\_\_\_  
 A Commissioner for Oaths  
 in and for the Province of  
 Alberta  
 Commission expires

**Agreement for Buyer without Cosigner**

THIS AGREEMENT MADE THE \_\_\_\_ DAY OF \_\_\_\_\_, 20

BETWEEN:

**The City of Edmonton**

-and-

---

The "Buyer"

**FIRST PLACE – AN EDMONTON HOME OWNERSHIP PROGRAM:  
AGREEMENT WITH THE FIRST-TIME HOMEBUYER**

WHEREAS:

- A. The City has created the Program; and,
- B. The Buyer wishes to participate in the Program in accordance with the terms and conditions of this Agreement, and purchase the Unit from the Builder.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties to this Agreement, the City and the Buyer agree as follows:

1. **Definitions**

In this Agreement:

- (a) “Builder” means Michaels Park Landing Ltd.;
- (b) “Buyer” means the first-time homebuyer, or collectively for more than one person, first-time homebuyers, named in this Agreement, qualified and approved by the City pursuant to the Program;
- (c) “Buyer’s Share of the Land Value” means the sum of **THIRTY FIVE THOUSAND SIX HUNDRED NINETY THREE DOLLARS (\$35,693.00)**, (exclusive of GST);
- (d) “City” means The City of Edmonton;
- (e) “Development” means a multi-family condominium development constructed by the Builder and located in the Michaels Park neighbourhood.
- (f) “Program” means First Place – An Edmonton Home Ownership Program, developed by the City to provide for the sale to first-time homebuyers of the units within the Development;
- (g) “Sales Taxes” means any sales tax, social service tax, value added tax, goods and services tax or any other similar tax, charge, duty or rate, irrespective of the governmental authority that imposes such tax and irrespective of whether such tax is created or modified after the payment to the City of the Buyer’s Share of the Land Value;
- (h) “Schedules” means the schedules attached to this Agreement and described in section 2 of this Agreement; and,
- (i) “Unit” means the individual condominium unit contained within the Development that the Buyer has agreed in writing to purchase from the Builder.

## 2. **Schedules**

The following Schedules are attached to and form part of this Agreement:

- (a) Schedule “A” – Restrictive Covenant Agreement
- (b) Schedule “B” – Buy Back Option Agreement

### 3. **Buyer's Promises to the City**

By signing this Agreement and participating in the Program, the Buyer hereby agrees with the City as follows:

- (a) the City is the unpaid vendor of the land on which the Development has been constructed;
- (b) the Buyer shall be liable to the City and hereby assumes sole responsibility for the Buyer's Share of the Land Value as of the date that the Buyer becomes the registered owner of the Unit;
- (c) the City may file a caveat as an unpaid vendor of land against the title to the Unit for the Buyer's Share of the Land Value;
- (d) the Buyer shall, on the fifth (5<sup>th</sup>) anniversary of the Buyer becoming the registered owner of the Unit, pay in full the Buyer's Share of the Land Value to the City;
- (e) all overdue payment of monies payable by the Buyer under this agreement shall be charged interest at the rate of eighteen percent (18%) per annum;
- (f) the Buyer shall be resident in and full-time occupant of the Unit during the term of this Agreement;
- (g) the Buyer shall ensure that the Buyer's Share of the Land Value is paid to the City directly by the Buyer's lender (if the Buyer is borrowing the sum) and shall sign a written, irrevocable direction to pay, directing the Buyer's lender accordingly;
- (h) the Buyer shall advise the City in writing if the Buyer is noted in default of the Buyer's mortgage financing by the Buyer's lender;
- (i) the Buyer has read and understood the Restrictive Covenant Agreement that is attached to this Agreement as Schedule "A" and shall be registered on title to the Unit after registration of the condominium plan, and agrees to be bound by the promises contained in it; and
- (j) the Buyer shall sign the Buy-Back Option Agreement that is attached as Schedule "B" to this Agreement with the City at the same time as this Agreement is signed, and the City shall file the Buy Back Option Agreement against the title to the Unit.

#### 4. **Conclusion of this Agreement**

If the Buyer is not in default of its promises to the City in this Agreement or the promises made in the instruments registered on title to the Unit by the City under this Agreement, and has paid the Buyer's Share of the Land Value to the City in accordance with this Agreement, the City shall discharge or cause to be discharged from the title to the Unit:

- (a) the unpaid vendor's lien caveat in favour of the City for the Buyer's Share of the Land Value;
- (b) the Buy Back Option Agreement; and,
- (c) the Restrictive Covenant Agreement,

#### 5. **Buyer's Release of the City**

The Buyer acknowledges and agrees that as the Builder has constructed the Development for sale to the Buyers, the City shall not be liable to the Buyer for any claims, actions or demands arising from or related to the construction and sale of the Development to the Buyer by the Builder. Without limiting the generality of the foregoing, the Buyer agrees that the City shall not be liable to the Buyer as a "developer" under the *Condominium Property Act* R.S.A. 2000 Ch. C-22 and the Buyer hereby releases the City from any claim the Buyer may have now or in the future, in this regard.

#### 6. **General**

- (a) The City does not enter into this Agreement in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Agreement shall constitute the granting by the City of any approval or permit as may be required pursuant to the **Municipal Government Act**, R.S.A. 2000 c. M-26 and any amendments thereto, and any other legislation in force in the Province of Alberta. The City, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Agreement and nothing in this Agreement restricts the City, its municipal council, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a municipal government, as a municipal council and as the officers, servants and agents of a municipal government.

- (b) Notwithstanding any provision to the contrary in this Agreement, it is expressly

agreed to by the Buyer that all Sales Taxes which may be charged, levied or assessed as a result of the Buyer's payment of the Buyer's Share of the Land Value shall be paid by the Buyer.

- (c) This Agreement shall not be assigned without consent of the City, which consent may be unreasonably withheld, and only upon arrangements, satisfactory to the City, made with the assignee.
- (d) This Agreement shall ensure to the benefit of the parties hereto and their permitted successors and assigns.
- (e) The parties hereto acknowledge and agree that this Agreement and all Schedules attached hereto contain the entire agreement between the parties and that no condition precedent, representation or warranty whatsoever, except as expressly set forth herein, shall be binding on the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

APPROVED:

THE CITY OF EDMONTON, as  
Represented by the Director of Land  
Development of Real Estate,  
Financial and Corporate Services

AS TO CONTENT: \_\_\_\_\_

Per: \_\_\_\_\_  
NEAL OSADUIK (Seal)

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

AFFIDAVIT OF EXECUTION

CANADA	)	I,
PROVINCE OF ALBERTA	)	of the City of Edmonton,
TO WIT	)	in the Province of Alberta
	)	MAKE OATH AND SAY:

1. THAT I was personally present and did see named in the within instrument who personally known to me to be the persons named therein, duly sign and execute the same for the purposes named therein;

2. THAT the same was executed at the City of Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto;

3. THAT I know the said and in my belief of the full age of eighteen (18) years.

SWORN BEFORE ME )  
at the City of Edmonton )  
in the Province of Alberta )  
this day of , )  
20 )  
)  
)  
)  
)  
)  
\_\_\_\_\_ )

\_\_\_\_\_  
SIGNATURE OF WITNESS

A Commissioner for Oaths  
in and for the Province of  
Alberta  
Commission expires

## SCHEDULE "A"

THIS RESTRICTIVE COVENANT is made the 23 day of July, 2020.

BETWEEN:

**THE CITY OF EDMONTON**  
(hereinafter called the "City")

- and -

**MICHAEL'S PARK LANDING LTD.**  
(hereinafter called the "Company")

WHEREAS

- A. The Company is entitled to become the registered owner of land in the City of Edmonton, legally described as:

PLAN 2021291  
BLOCK 35  
LOT 2  
EXCEPTING THEREOUT ALL MINES AND MINERALS.

(hereinafter called "the Servient Land")

- B. The City is the owner of the land in the City of Edmonton described as:

FIRST  
PLAN 802 2824  
BLOCK 35  
LOT 38  
CONTAINING 3.05 HECTARES (7.54 ACRES) MORE OR LESS  
EXCEPTING THEREOUT:

	HECTARES	(ACRES)	MORE OR LESS
A) PLAN 2021291 SUBDIVISION	1.11	2.74	

EXCEPTING THEREOUT ALL MINES AND MINERALS

SECOND  
PLAN 802 2824  
BLOCK 35  
LOT 39

EXCEPTING THEREOUT ALL MINES AND MINERALS

(hereinafter called "the Dominant Land")

C. *July* The City and the Company entered into an agreement dated the 23 day of , 2020 (hereinafter referred to as the "Land Sale Agreement"), whereby the City agreed with the Company to transfer to the Company the Servient Land and the Company agreed to develop the Servient Land and sell the condominium units to buyers qualified by the City pursuant to the City's program for first-time homebuyers (a "First-time Homebuyer") or to the CMHC Buyers up to the maximum number of Units as permitted by and further set out in the Land Sale Agreement;

D. Pursuant to section 651.1 of the **Municipal Government Act**, R.S.A. 2000 Ch. M-26, as amended, a municipality may register a caveat in respect of any restrictive covenant granted by the registered owner of a parcel of land to the municipality for the benefit of land that is under the direction, control and management of the municipality whether or not the municipality has been issued a certificate of title to that land; and

E. Pursuant to the Land Sale Agreement, the Company agreed with the City to grant the within restrictive covenants to the City, on the terms and conditions hereinafter set forth, such restrictive covenants to be imposed against and to burden the Servient Land.

1. NOW THEREFORE for the benefit and protection of the Dominant Land or any parts thereof, and in consideration of the transfer of the Servient Land by the City to the Company pursuant to the Land Sale Agreement, and in further consideration of the sum of One Dollar (\$1.00) paid by the City to the Company, (the receipt whereof is hereby acknowledged by the Company) the Company, on behalf of itself, its successors and assigns, hereby covenants with the City, its successors and assigns, to the intent that the burden of the restrictive covenants hereinafter set forth may run with and bind the Servient Land and every part thereof, to the further intent that the benefit thereof may be annexed to and run with the Dominant Land and every part thereof, to observe and perform the following restrictive covenants:

- a) Not to construct or place or permit or cause to be constructed or placed on the Servient Lands any building, structure or improvement of any kind (hereinafter called the Improvements"), unless the Improvements shall be constructed or placed on the Servient Lands in accordance with the Land Sale Agreement; and
- b) Not to sell or convey or otherwise dispose of the Servient Land, or any part thereof, or any Improvement or any part thereof, to any person except for a First-time Homebuyer or to a CMHC Buyer provided that such transfer to the CMHC Buyer is in accordance with the Land Sale Agreement and does not result in the Company exceeding the maximum number CMHC Buyers permitted by and further set out in the Land Sale Agreement. For greater

clarity, the foregoing is not intended to restrict the ownership of common property by a condominium corporation.

2. This deed and the covenants herein set forth are hereby expressly annexed to the Dominant Lands.

3. This deed shall enure to the benefit of and be binding upon the Company and the City and their respective administrators, successors and assigns.

4. The Company acknowledges that the covenants herein contained are expressly intended to prevent disposition or use of any of the Servient Land or any part thereof, except in conformity with restrictive covenants contained herein.

5. Neither the granting of time by the City to the Company or any other owner for the time being of any of the Servient Land to remedy any breach of the aforesaid restrictive covenants, nor the fact of the City failing to take action upon any breach by the Company or any owner of the Servient Land, of any of the aforesaid restrictive covenants, shall operate as a waiver or otherwise estop the City from taking action thereafter against the Company or any owner of the Servient Land, to enforce these presents, and any breach by the Company or any owner of the Servient Land, of any of the aforesaid restrictive covenants shall be deemed to be a continuing breach which may be restrained, enjoined or otherwise remedied by appropriate proceedings by the City.

6. Each covenant herein contained shall be of the same force and effect to all intents and purposes as a covenant running with the land and these presents, shall extend to, be binding upon and enure to the benefit of the successors and assigns of the Company (including, for greater clarity, a First-time Homebuyer), and of the successors and assigns of the City. The Company agrees that the City shall have the right to protect its rights under this Restrictive Covenant by registering a caveat pursuant to 651.1 of the **Municipal Government Act**, R.S.A. 2000 Ch. M-26, as amended, against the title to the Servient Land, in order to inform any person dealing with the Servient Land of the nature and extent of the restrictive covenants as granted pursuant to this Restrictive Covenant and in order to secure the performance of the restrictive covenants contained herein.

[Remainder of page intentionally left blank. Signature page to follow.]

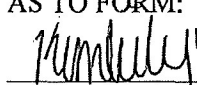
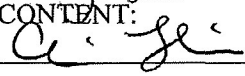
7. If any of the covenants herein contained shall at any time be held by any court of competent jurisdiction to be invalid or unenforceable in the manner contemplated herein, then such covenant shall be severed from the rest of the covenants herein contained and such severance shall not prejudicially effect the enforceability of the remaining covenants in accordance with the intent of these presents.

IN WITNESS WHEREOF the Company and the City have executed these presents the date and year first above written.

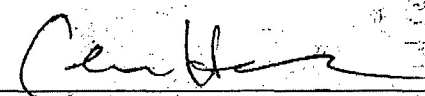
APPROVED:

THE CITY OF EDMONTON, as  
Represented by the Branch Manager, Real  
Estate, Financial and Corporate Services

AS TO FORM:


  
KIMBERLY D. THIBAUT  
Branch Manager & Solicitor  
AS TO CONTENT:  


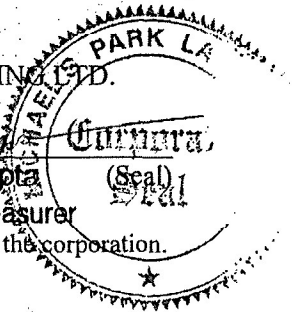
Per:

  
CHRIS HODGSON (Seal)

MICHAEL'S PARK LANDING LTD.

Per:

  
Name: Radhe Gupta (Seal)  
Title: Secretary & Treasurer  
I have the authority to bind the corporation.



**Schedule "B"**

THIS OPTION AGREEMENT made this            day of            , 20            between:

**THE CITY OF EDMONTON**  
(the "City")

**- and -**

\_\_\_\_\_  
(the "Buyer")

**FIRST PLACE – AN EDMONTON HOME OWNERSHIP PROGRAM:  
BUY BACK OPTION AGREEMENT**

WHEREAS the Buyer is, or is entitled to become, the registered owner of the Unit.

AND WHEREAS the Buyer has entered into the Buyer's Agreement with the City pursuant to the Program.

AND WHEREAS the Buyer is prepared to grant to the City an option to purchase the Unit in accordance with the terms and conditions as hereinafter stated.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT for and in consideration of the sum of ONE (\$1.00) DOLLAR now paid by the City to the Buyer, the receipt of which is hereby acknowledged by the Buyer, and in consideration of the mutual promises in the Buyer's Agreement, the Buyer hereby grants to the City an irrevocable option to purchase the Unit, in accordance with the following terms and conditions:

1. In this Agreement:

- (a) "Buyer" means the first-time homebuyer (and their mortgage co-signer(s), if applicable), or collectively for more than one person, first-time homebuyers, named in this Agreement;
- (b) "Buyer's Agreement" means that agreement in writing between the City and the Buyer dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ made pursuant to the Program;
- (c) "Buyer's Share of the Land Value" has the same meaning as in the Buyer's Agreement, being the sum of **THIRTY FIVE THOUSAND SIX HUNDRED NINETY THREE DOLLARS (\$35,693.00)**, exclusive of any sales taxes;
- (d) "City" means The City of Edmonton;
- (e) "Land Percentage of the Total Unit Value" means the percentage arrived at by the following formula:

$$\frac{\text{Buyer's Share of the Land Value}}{(\text{Sale Price of the Unit} + \text{Buyer's Share of the Land Value})}$$

- (f) "Market Value of the Unit" means the value of the Unit to be established at the time this

option is exercised by an independent appraisal of the value of the Unit, commissioned by the City, at the City's cost, which value shall be final and binding;

(g) "Program" means First Place – An Edmonton Home Ownership Program, developed by the City providing an opportunity to first-time homebuyers to acquire their first home;

(h) "Purchase Price" shall mean the lesser of either:

(i) the Market Value of the Unit less a sum equal to the Market Value of the Unit multiplied by the Land Percentage of the Total Unit Value; or

(ii) the Market Value of the Unit less the Buyer's Share of the Land Value.

(i) "Sale Price of the Unit" means the sale price initially paid by the Buyer for the Unit, exclusive of sales taxes and the Buyer's Share of the Land Value;

(j) "Unit" means the individual condominium unit owned by the Buyer, on the title of which this Option Agreement is registered.

2. The option granted in this Agreement may be exercised by the City, in its sole and unfettered discretion:

(a) if the Buyer is in default of the Buyer's obligations under the Buyer's Agreement;

(b) if the Buyer is to dispose of the Unit prior to the expiry of the Buyers Agreement; or

(c) if the Buyer is in default with the mortgage lender for the mortgage or mortgages registered on the title to the Unit.

The option is exercisable by the City in the event of the happening of any of the events as set forth in this section 2, whereby, the City shall serve on the Buyer a Ten (10) days notice in the manner provided for in this Agreement notifying the Buyer of the City's intent to exercise the option as provided for in this Agreement. The City, or the City's agents, shall have the right to enter the Unit, upon 48 hours notice to the Buyer, for the purposes of appraisal of the Market Value of the Unit and an inspection of the Unit, during the notice period specified in this section 2.

3. Upon the option being exercised, and subject to the City being satisfied with the appraisal and inspection of the Unit, the following shall be the terms of the agreement of purchase and sale for the Unit:

(a) The Closing Date shall be sixty (60) days after the expiry of the notice period described in section 2.

- (b) The Purchase Price and any adjustments for taxes, rent or any outgoings shall be paid and adjusted on or before 12:00 noon on the Closing Date.
  - (c) On or before the Closing Date, the Buyer shall discharge any liens, charges, instruments, mortgages or other encumbrances that the Buyer has caused to be registered against the title to the Unit. Provided however, that the Buyer shall not be obligated to discharge any such liens, charges, instruments, mortgages or other encumbrances if the City shall have deducted, in the manner provided for in section 4, from the Purchase Price as payable by the Buyer pursuant to this Agreement the appropriate total sums necessary to discharge any such liens, charges, instruments, mortgages or other encumbrances.
  - (d) The Buyer shall provide a transfer of title for the Unit to the City in a reasonable period prior to the Closing Date to permit the City the opportunity to register the title to the Unit in the City's name on or before the Closing Date. Preparation of such transfer shall be at the Buyer's expense, and registration of the transfer at the City's expense.
  - (e) Vacant possession of the Unit shall be given to the City on the Closing Date.
4. The City shall pay the Purchase Price to the Buyer for the Unit on the Closing Date and upon registration of the title to the Unit in the City's name, less the following sums, as applicable:
- (a) Any and all sums owed on a mortgage or mortgages registered against the title to the Unit; and
  - (b) Any and all sums necessary to discharge all liens, charges, instruments and encumbrances registered against the title to the Unit, except for those registered or caused to be registered by the City.
5. The City shall be at liberty to register a caveat against the title to the Unit to protect the rights granted to it pursuant to this Agreement.
6. Any notices that may be necessary to be sent to the Buyer shall be mailed or delivered to the Buyer at the Unit's municipal address, and in the case of the City, by mailing or delivering any notices to the following address:

Financial and Corporate Services  
Real Estate  
Attention: Director, Land Development  
10th Floor, Edmonton Tower  
10111-104 Avenue NW  
Edmonton AB T5J 0J4

7. The terms and conditions of this Agreement shall be binding upon the respective heirs, executors, administrators, successors and assigns of the City and the Buyer.

8. TIME IS TO BE CONSIDERED OF THE ESSENCE OF THIS AGREEMENT and therefore, whenever in this Agreement either the City or the Buyer is required to do something by a particular date, the time for the doing of the particular thing shall only be amended by written agreement of the City and the Buyer.

IN WITNESS WHEREOF the parties hereto have executed this Agreement at the City of Edmonton, in the Province of Alberta, on the day and year first above written.

APPROVED:

THE CITY OF EDMONTON, as  
Represented by the Director of Land  
Development, Real Estate, Financial and  
Corporate Services

AS TO CONTENT: \_\_\_\_\_

Per: \_\_\_\_\_  
(Seal)

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Buyer

AFFIDAVIT OF EXECUTION

CANADA	)	I,
PROVINCE OF ALBERTA	)	of the City of Edmonton,
TO WIT	)	in the Province of Alberta
	)	MAKE OATH AND SAY:

1. THAT I was personally present and did see \_\_\_\_\_  
\_\_\_\_\_ named in the within instrument who \_\_\_\_\_ personally known to me to  
be the persons named therein, duly sign and execute the same for the purposes named therein;

2. THAT the same was executed at the City of Edmonton, in the Province of Alberta,  
and that I am the subscribing witness thereto;

3. THAT I know the said \_\_\_\_\_ in my belief of the full age of  
eighteen (18) years.

SWORN BEFORE ME )  
at the City of Edmonton )  
in the Province of Alberta )  
this day of ,)  
20 )  
)  
)  
)  
)  
)  
\_\_\_\_\_ )

\_\_\_\_\_  
SIGNATURE OF WITNESS

A Commissioner for Oaths  
in and for Alberta  
Commission expires



## FIRST PLACE PROGRAM

### CONSENT FORM

TO: The City of Edmonton (the City)

FROM: \_\_\_\_\_ (the Buyer(s))  
Please print name of Buyer(s)

The Buyer(s) is/are participating in the City's First Place Program. The City wishes to have the consent of the Buyer(s) to the use of photographic or video images of the Buyer(s) in promoting the First Place Program, and the participation of the Buyer(s) in a survey and evaluation of the First Place Program.

Therefore, in consideration of participating in the First Place Program and the benefits derived by the Buyer(s) from the First Place Program, the Buyer(s) agree(s) as follows:

1. The Buyer(s) hereby consent(s) to the use of the Buyer(s) name and photographic or video image by the City in conjunction with the promotion of the First Place Program. The City may use the Buyer(s) image in conjunction with other images, text or graphics as the City may determine.
2. The Buyer(s) shall participate in an evaluation of and survey for the First Place Program subsequent to taking ownership of their new home.

DATED the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
BUYER



**STATUTORY DECLARATION FOR  
PARTICIPATION IN THE FIRST PLACE PROGRAM**

CANADA  
PROVINCE OF ALBERTA  
TO WIT

I/we, \_\_\_\_\_  
(Please print)

of \_\_\_\_\_  
(street address) (postal code)

in the \_\_\_\_\_, in the Province of \_\_\_\_\_, do solemnly declare and say:

1. Neither I/we, have ever owned a home in Alberta.
2. I/we am a/are Canadian citizen (s) or have permanent resident status.
3. The Applicant (s),
  - a) have a base household gross income less than \$117,000.00 per year; and,
  - b) have a net personal worth less than \$25,000.00, excluding a primary vehicle, RRSP and the down payment provided for the condominium unit.
4. I/we acknowledge that I/we have been advised to seek independent legal advice regarding participation in the First Place Program

I/we make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath, and by virtue of the Canada Evidence Act.

DECLARED BEFORE ME at the City of \_\_\_\_\_ )  
in the Province of \_\_\_\_\_ )  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ )  
\_\_\_\_\_ )

A Commissioner for Oaths at and for the  
Province of Alberta  
Commissioner Expires: \_\_\_\_\_

DECLARED BEFORE ME at the City of \_\_\_\_\_ )  
in the Province of \_\_\_\_\_ )  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ )  
\_\_\_\_\_ )

A Commissioner for Oaths at and for the  
Province of Alberta  
Commissioner Expires: \_\_\_\_\_

This personal information is being collected under the authority of Section 33(c) of the *Freedom of Information and Protection of Privacy (FOIP) Act* and will be used for the administration purposes and for the evaluation of the First Place – An Edmonton Home Ownership Program. If you have any questions about the collection and/or protection of the personal information under FOIP, contact the Project Manager at 780-496-6555.